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MONTANA
LOCAL GOVERNMENT DISASTER INFORMATION MANUAL

TABLE OF CONTENTS

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TAB	SUBJECT
A	Local Government Situation Report Form
B	Local Government Damage Report Form
C	Disaster Declaration Requests Guide for Local Government
D	Local Government Disaster Application Center Checklist
E	Local Government Temporary Housing Checklist
F	Local Government Debris and Wreckage Removal Checklist
G	State of Montana Emergency and Disaster Fund - Handbook for Applicants
H	Disaster and Emergency Services - Legal Authorities Manual
I	Montana Contingency Plan for Volcanic Ash Fallout
J	Documenting Disaster Damage Handbook
K	Mutual Aid and Interlocal Agreements Handbook
L	Information Guide for Drought-Related Inquiries
M	
N	
O	
P	
Q	
R	
S	
T	
U	
V	
W	
X	
Y	
Z	

PLEASE RETURN

A

LOCAL GOVERNMENT
SITUATION REPORT FORM INSTRUCTIONS

The Situation Report Form was developed to provide basic information, in a common format, to the Montana Disaster and Emergency Services (DES) office as soon as it is apparent at the local government level that there is a threat of a disaster occurring. The report form alerts DES to a situation which may require immediate response at the State level without requiring detailed information on the situation.

When information is ready to report, telephone the information directly to DES at 444-6911 or telefax it to DES at 444-6965. DES maintains a 24-hour telephone number, and a DES staff member will transcribe the information. If telephone systems are inoperable, utilize the National Warning System (NAWAS) or the Criminal Justice Information Network (CJIN), and alert them of the situation. These organizations will transmit notification of the situation to DES, which will then utilize available communications to contact the local government official and transcribe the information.

If a request is being made for assistance when the Situation Report is filed, be specific in reporting what is needed (see Attachment 1). For example, if you need a pump, provide specific information such as the size or horsepower of pump, feet of hose needed, if a generator is required, how much vertical lift is necessary, etc.

After a disaster has occurred, the Damage Report Form will be used to identify and quantify disaster damage.

LOCAL GOVERNMENT
SITUATION REPORT FORM

County/City:_____
(If this is a county report, but does not include all affected cities or towns, specify the cities or towns excluded.)

Name of Reporter:_____

Title/Position:_____

Date:_____ Time:_____ Telephone:_____

Information To Transmit:

1. Type of Emergency or Disaster:_____

2. Area Affected:_____

3. Severity and Magnitude:_____

4. People Problems:_____

5. Is Lifesaving Assistance Needed?_____ What Type?_____

6. Damage to Public Property:_____

7. Damage to Private Property:_____

_____

_____

_____

8. Assistance Needed:_____

_____

_____

_____

9. Comments:_____

_____

_____

_____

Person Taking This Report:_____Date:_____

LOCAL GOVERNMENT
DAMAGE REPORT FORM INSTRUCTIONS

I. INTRODUCTION

This form was developed by the Montana Disaster and Emergency Services (DES) as a guide to local government in identifying and quantifying the damage caused by a disaster. The form provides a means of quantifying the damage, presents some general questions that help identify the impact of the disaster, and suggests resources an individual can contact to obtain this information.

II. WHY REPORT

The Damage Report Form provides the necessary information that DES needs to monitor a local disaster situation, determine what assistance is needed, and ascertain whether state or federal disaster assistance to local government is appropriate.

Both state and federal disaster assistance is predicated upon the principle that any assistance is a supplement to, rather than a substitute for, local government's responsibility to commit all available resources. Only after finding that those resources are incapable of adequately meeting the requirements of the situation should local government request assistance from the next higher level of government.

III. WHEN TO REPORT

The Damage Report Form should be used subsequent to local government filing the "Situation Report Form" which is the first step in disaster reporting (see Tab A). The Damage Report Form (see Attachment 1, Pages 3-6) should be made to DES by local government as often as changes in disaster damage to situation warrants. The line items on the report may not always apply to the situation, or information may be incomplete or unavailable, but the report should be submitted with the most reliable information available at the time.

IV. HOW AND TO WHOM TO REPORT

When information is ready to report, telephone it **directly** to the Disaster and Emergency Services (DES) Office in Helena at 444-6911. If the telephone system is out, utilize alternate communications such as the National Warning System (NAWAS) or Criminal Justice Information System (CJIN), and alert them of the disaster. They will in turn contact DES who will contact you.

The questions under each of the damage categories were included to assist you in making the report and to begin determining the impact of the disaster without specifically requiring you to fill in a line item response. These questions should prepare you to answer the more detailed questions the DES staff will ask to determine the disaster impact.

If, for example, fifteen (15) bridges are reported destroyed and alternate routes are available, the impact on people would be different than if, of those fifteen (15) bridges destroyed, eight (8) are the only access in or out of town.

V. WHAT HAPPENS AS A RESULT OF THE REPORT

If, on the basis of information supplied by the Damage Report Form, DES determines that the emergency or disaster is of a severity that state resources are necessary to supplement local government resources, DES team(s) will be sent to the emergency or disaster area to do an indepth damage assessment. This onsite damage assessment team(s) will work closely with local officials to ensure that damage assessment information remains timely and accurate. You should assure that appropriate local personnel are available to accompany the DES damage assessment team(s).

LOCAL GOVERNMENT DAMAGE REPORT FORM

County/City:_____
(If this is a county report, but does not include all affected cities or towns, specify the cities or towns excluded).

Name of Reporter:_____
Title/Position:_____
Date/Time:_____ Telephone: _____

****

DEATH AND INJURIES

Number of deaths:_____Injured requiring hospitalization:_____

Items for Concern

A. Are hospital facilities overloaded, or are additional supplies or personnel needed?

B. Are hospitals or specialized care facilities isolated because of access problems?

C. Are ambulance services adequate?

D. Does or will the County Coroner need assistance, such as for body search, evacuation, or identification?

Possible sources of this information include: Hospital administrator, sheriff or city police, county coroner, American Red Cross.

****

HOUSING

A. If houses are damaged or uninhabitable, will temporary housing be adequate at the local level?

B. Have residential areas been evacuated? If so, are local emergency shelters adequate?

C. Have homes become uninhabitable because of loss of essential services or access?

D. Is the American Red Cross in operation at the disaster scene?

Possible sources of this information include: Housing authorities, city building departments, city manager, city or county health departments, American Red Cross.

****

HEALTH AND PUBLIC UTILITIES

Is the population adversely affected by loss of public health/sanitation or utilities systems?_____

Items for Concern

A. Are water or sewer systems affected?

B. Are natural gas, electrical, or telephone systems affected?

C. What primary users are affected by interruption or loss of these services?

D. Are critical facilities such as hospitals adversely affected by loss of essential services?

E. Estimated time before full or partial service will be restored.

Possible sources of this information include: City or county health departments, city managers, and public utility managers.

****

BUSINESS AND EMPLOYMENT

Number of businesses damaged:_____

Number of persons unemployed because of the disaster:_____

Items for Concern

A. Do damaged businesses provide essential public services?

B. Does business damage cause major unemployment?

C. How long will unemployment continue for most people?

D. What is the net result on the economy of the community of disaster related unemployment?

Possible source of this information include: Leaders of the business community, Chamber of Commerce, local government officials, local employment office.

****

PUBLIC BUILDINGS AND RELATED EQUIPMENT

Number of public buildings damaged:_____

Types:_____

Items for Concern

A. Are damaged buildings essential for provision of critical services e.g., courthouse, fire, or police stations?

B. How will loss of use of these buildings affect local government's ability to respond to the disaster?

C. Have local government officials formally declared that a disaster situation exists? If so, when?

Possible sources of this information include: Local government officials, city managers.

****

ROADS AND BRIDGES

Identify impassable roads:_____

Number of bridges destroyed:_____ Damaged:_____

Items for Concern

A. Are alternate routes available around impassable areas?

B. Is the provision of emergency service, such as ambulance, fire, and police protection, impaired?

C. Are cities or towns isolated because of road or bridge problems?

D. Has or will evacuation be required because of impassable roads or bridges?

Possible sources of this information include: City/county road or street supervisor, police, sheriff or highway patrol officials, local government officials.

****

DEBRIS

Is debris causing a health or safety hazard? _____Yes _____No

Items for Concern

A. Are human or animal bodies in the debris?

B. Is debris removal necessary to eliminate a hazard to public or private property?

C. Is debris located on private or public property and does it prevent access to that property?

Possible sources of this information include: Health departments, city/county road supervisors, city managers, Corps of Engineers, Bureau of Reclamation.

****

WATER CONTROL FACILITIES

Number of water control facilities destroyed:_____ damaged:_____

Types:_____

Items for Concern

A. What effects will result from loss or damage of facilities such as agricultural irrigation or hydroelectric power?

B. Are damaged facilities repairable? At what cost?

C. Does loss of these facilities threaten populated areas?

Possible source of this information include: Irrigation districts, Corps of Engineers, Bureau of Reclamation.

****

AGRICULTURE

Numbers of farmers or ranchers adversely affected:_____

Items for Concern

A. Has the loss primarily affected one area such as structures, livestock, or crops?

B. How will the agricultural losses affect the economy of communities?

C. Has the County Emergency Board met? If so, has it declared that a disaster situation exists?

Possible sources of this information: County Emergency Board, Soil Conservation Service.

PLEASE BE PREPARED TO RESPOND TO MORE SPECIFIC QUESTIONS RELATING TO THE ITEMS FOR CONCERN LISTED UNDER EACH CATEGORY OF DAMAGE.

C

DISASTER DECLARATION REQUESTS
GUIDE FOR LOCAL GOVERNMENTS

In many disasters, local governments may find that their resources are unable to adequately respond to the situation, and state or federal disaster assistance is needed. This assistance is available, but is predicated on actions taken at the local level. This guide was developed by the Disaster and Emergency Services Division to assist local governments by providing sample requests that are required before the Governor can determine if a State Disaster Declaration is necessary, or if a request for federal assistance is warranted.

In all cases where local governments feel they may require outside assistance, the Disaster and Emergency Services Division (DES) should be contacted prior to making any decision on which assistance program to request. This guide was not designed to describe in detail each assistance program that is available, but rather provides guidance on how to prepare a request for assistance after the decision has been made by local government on which forms of assistance best meet their needs. Since DES is responsible for processing all declaration requests for the Governor, DES staff members are current on available programs, eligibility, guidelines, etc., and may be able to save local governments time and money through their advice.

The three disaster assistance programs most commonly used when assistance needs are clearly beyond the ability of local and/or state resources to respond are:

1. A state disaster declaration and financial assistance from the Governor's Emergency and Disaster Fund;
2. Loans from the Small Business Administration (SBA);
3. A federal emergency or disaster declaration under the Disaster Relief Act of 1974, Public Law 93-288, as amended by PL 100-707, the Stafford Act.

These are not the only sources of disaster assistance, but are the primary assistance programs, and all require that local government take certain actions before a declaration can be obtained.

GOVERNOR'S EMERGENCY AND DISASTER FUND REQUEST

On small-scale disaster situations that are beyond local government's ability to respond, that clearly do not warrant requesting a federal declaration under PL 93-288, or that are denied a federal declaration, assistance may be available from the Governor's Emergency and Disaster Fund. To receive a State Disaster Declaration and request assistance from the Fund, local government must take the following actions and provide the Governor with this information:

1. The city or county governing body must pass a resolution declaring that an emergency or disaster exists; that the situation is beyond their financial capability; and that they have levied the two mill emergency levy (see Attachments 1 and 2). Two samples are included since there are minor differences depending on which jurisdiction is involved. Whenever possible, specifics should be provided on the location and description of the disaster-related damage. Care should be taken in the resolution to specify whether an "emergency" or "disaster" is being declared, because state law defines them differently and they are often confused and used interchangeably.

> *Disaster: means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, or air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services,or accidents involving radiation byproducts or other hazardous materials.*

Emergency: means the imminent threat of disaster causing immediate peril to life or property which timely action can avert or minimize.

-- 10-3-103 (3) (6), MCA, 1989

2. The city or county governing body must submit a request to the Governor for a declaration using the format found in Attachment 3. The request must include a description of the situation, official action taken, damage estimates, and identification of local resources available for response, and the amount of financial assistance required. A completed sample request can be found in Attachment 4.

SMALL BUSINESS ADMINISTRATION REQUEST

The Small Business Administration (SBA) programs are designed to aid individuals and businesses. SBA provides low interest loans through its physical and/or economic injury loan programs or under the economic dislocation program. These programs may be available either in Presidential major disaster declarations or independently through an SBA declaration. In situations when the Governor requests an independent SBA declaration, a request on behalf of the affected parties by local officials will expedite the process. This request (see Attachment 5) should provide basic information on the disaster and the effect on individuals or businesses.

EMERGENCY OR MAJOR DISASTER DECLARATION REQUEST

If an emergency or disaster is of such scale that local and state resources will be clearly unable to handle the situation, a request for a Presidential emergency or major disaster declaration under Public Law 93-288 can be made by the Governor. The sample request (see Attachment 6) should contain specifics on the severity or magnitude of the damage, to include information on the number of people, homes,

businesses, facilities, etc., that are affected, and show that local governments have committed all their available resources.

In all cases where a request for outside disaster assistance may be forthcoming, contact the Disaster and Emergency Services Division Office in Helena at 444-6911. This guide does not begin to cover all disaster assistance programs, but is only intended to cover three of the major assistance programs that are available.

MUNICIPAL DECLARATION RESOLUTION

RESOLUTION NO._____

WHEREAS, *(type of occurrence: i.e., flooding, snowstorm, tornado, etc.)* has caused severe damage to *(type of damage: i.e., streets, bridges, public buildings, etc.)* within the County on *(date damage occurred or began)*; and

WHEREAS, restoration of these *(services and/or facilities)* is essential to ensure the health, safety, and welfare of residents of the City; and

WHEREAS, the City has committed all available resources, taken all possible action to combat and to alleviate the situation, and local resources are not adequate to cope with the situation.

NOW, THEREFORE, BE IT RESOLVED by the City Council that an *(emergency or disaster)* is hereby declared pursuant to Section 10-3-*(402 or 403)*, MCA, because expenditures for repair and damaged facilities will be beyond the financial capability of the City.

BE IT FURTHER RESOLVED, that there shall be appropriated immediately to the Emergency Fund Number 2720 an amount equivalent to two (2) mills on the taxable valuation of the city pursuant to Section 10-3-405, MCA. Said two (2) mills will be levied during fiscal year *(the next Fiscal Year)*, and be utilized for restoring services and repairing facilities damaged by the *(type of occurrence: i.e., flooding, snowstorm, tornado, etc.)*.

BE IT FURTHER RESOLVED, that copies of this resolution be filed with the City Clerk and Recorder, County Assessor, and the Montana Disaster and Emergency Services Division in Helena.

PASSED AND ADOPTED by the *(name of city)* City Council this _____ day of _____, 19_____.

_____
Mayor

(SEAL)

_____
Member

ATTEST:

_____
Member

_____
City Clerk

COUNTY DECLARATION RESOLUTION

RESOLUTION NO._____

WHEREAS, *(type of occurrence: i.e., flooding, snowstorm, tornado, etc.)* has caused severe damage to *(type of damage: i.e., roads, bridges, public buildings, etc.) within the County on (date damage occurred or began); and*

WHEREAS, restoration of these (services and/or facilities) is essential to ensure the health, safety, and welfare of residents of the County; and

WHEREAS, the County has committed all available resources, taken all possible action to combat and to alleviate the situation, and local recourses are not adequate to cope with the situation.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners that an *(emergency or disaster)* is hereby declared pursuant to Section 10-3-*(402 or 403)*, MCA, because expenditures for repair and damaged facilities will be beyond the financial capability of the county.

BE IT FURTHER RESOLVED, that there shall be appropriated immediately to the Emergency Fund Number 2720 an amount equivalent to two (2) mills on the taxable valuation of the county outside the incorporated municipalities, pursuant to Section 10-3-405, MCA. Said two (2) mills will be levied during fiscal year *(the next Fiscal Year)*, and be utilized for restoring services and repairing facilities damaged by the *(type of occurrence: i.e., flooding, snowstorm, tornado, etc.)*.

BE IT FURTHER RESOLVED, that copies of this resolution be filed with the County Clerk and Recorder, County Assessor, and the Montana Disaster and Emergency Services Division in Helena.

PASSED AND ADOPTED by the (*name of county*) Board of County Commissioners this _____ day of _____, 19____.

_____
Chairman

(SEAL)

_____
Commissioner

ATTEST:

_____
Commissioner

_____
Clerk and Recorder

LOCAL DECLARATION REQUEST TO GOVERNOR

The Honorable _____
Governor of Montana
State Capitol
Helena, Montana 59620

Dear Governor _____:

Pursuant to our authority as the _____ of _____, Montana, we request that an emergency/disaster be declared immediately to provide supplemental disaster relief in accordance with the provisions of Title 10, Chapter 3, Section 311, MCA.

1. SITUATION

   a. Date and description of conditions causing emergency/disaster.

   b. Description of damages to public sector. (If appropriate.)

   c. Description of damages to private sector. (If appropriate.)

   d. Description of economic impact.

2. OFFICIAL ACTION

   a. A local (*emergency/disaster*) has been declared and the emergency two (2) mill levy authorized by Section 10-3-405, MCA, has been levied. A copy of the signed resolution is attached.

   b. Other actions taken.

3. DAMAGE ESTIMATES

A.	Debris Clearance	$_____
B.	Protective Measures	$_____
C.	Road Systems	$_____
D.	Water Control Facilities	$_____
E.	Public Buildings and Related Equipment	$_____
F.	Public Utilities	$_____
G.	Public Facilities Under Construction	$_____
H.	Other Damages (Not in above categories)	$_____

TOTAL ESTIMATED DAMAGES: **$**_____

4. LOCAL RESOURCES

Names of Funds or Accounts Involved: _____

ESTIMATED

Cash balance as of June 30, 19_____	$_____
Receipts from two mill emergency levy	$_____
Receipts from maximum permissive levy and other anticipated revenues	$_____
SUBTOTAL	$_____
Less regular operating budget for current year	$_____
SUBTOTAL	$_____
Less cash reserved - current year	$_____

BALANCE AVAILABLE FOR EMERGENCY RESPONSE: **$**_____

5. ASSISTANCE REQUIRED

Total damage estimated (from No. 3) $_____

Less estimated balance available to respond to emergency (from No. 4) $_____

ESTIMATED ASSISTANCE REQUIRED: $_____

Date: _____

_____

By: _____

(SEAL)

_____

ATTEST:

_____

_____

LOCAL DECLARATION REQUEST TO GOVERNOR

The Honorable ____*(Name)*_____
Governor of Montana
State Capitol
Helena, Montana 59620

Dear Governor ___*(Name)*___:

Pursuant to our authority as the *(city council or county commissioners)* of *(city or county)*, Montana, we request that an emergency be declared immediately to provide supplemental disaster relief in accordance with the provisions of Title 10, Chapter 3, Section 311, MCA.

1. SITUATION

   a. Date and description of conditions causing disaster.

      Beginning May 15, 1985, heavy rain began falling with 6" of rain recorded by May 20, 1985. This rain and accompanying warming temperatures combined with rapid snowmelt in the higher elevations caused rivers and streams to leave their channels and flood adjacent lowland areas.

   b. Description of damages to public sector.

      Preliminary damage assessments indicate widespread damage to county roads. An estimated 25 county roads are impassable due to flood damage. Three rural communities are completely isolated at this time and two others are accessible only through long detours.

   c. Description of damages to private sector.

      Farm and ranch damages are extensive, with livestock losses especially heavy. It is estimated that in addition to damage in the communities of Brownsville, Golden, Brockport, Park City and Willis which required evacuation of 125 families, 100 farm or ranch families are isolated because of loss of road access.

   d. Description of economic impact.

      Immediate economic impact is apparent because a major employer M&M Manufacturing that employs 250 people at their plant in Brownsville, has ceased operations since supply and delivery problems, as well as employee absenteeism, preclude normal operations. Company anticipates return to full production in 30-40 days.

2. OFFICIAL ACTION

a. A local *(emergency or disaster)* has been declared and the emergency two (2) mill levy authorized by Section 10-3-405, MCA, has been levied. A copy of the signed resolution is attached.

b. Other action taken.

The local health officer has issued a boil order for all drinking water due to possible contamination. Also, the sheriff's posse was activated and they assisted in the evacuation of Willis.

3. DAMAGE ESTIMATES

A.	Debris Clearance	$ 5,000.00
B.	Protective Measures	$ 2,500.00
C.	Road Systems	$ 262,500.00
D.	Water Control Facilities	$
E.	Public Buildings and Related Equipment	$
F.	Public Utilities	$
G.	Public Facilities Under Construction	$
H.	Other Damages (not in above categories)	$

TOTAL ESTIMATED DAMAGES: $ 270,000.00

4. LOCAL RESOURCES

Name of Funds or Accounts Involved: *(Road)*

ESTIMATED

Cash balance as of June 30, 19____	$ 120,687.00
Receipts from two mill emergency levy	$ 34,161.00
Receipts from maximum permissive levy and other anticipated revenues	$ 459,778.00
SUBTOTAL	$ 614,626.00

Less regular operating budget for current year	$ 560,912.00
SUBTOTAL	$ 53,714.00
Less cash reserved - current year	$ 10,000.00
BALANCE AVAILABLE FOR EMERGENCY RESPONSE:	$ 43,714.00

5. ASSISTANCE REQUIRED

Total damage estimated (from No. 3)	$ 270,000.00
Less estimated balance available to respond to emergency (from No. 4)	$ 43,714.00
ESTIMATED ASSISTANCE REQUIRED:	$ 226,286.00

Date: _____

_____
(Title of Board or Council)

By: _____
(Chairman or Mayor)

(SEAL)

_____
(Member)

ATTEST:

_____
(Member)

_____
(Clerk and Recorder or City Clerk)

SMALL BUSINESS ADMINISTRATION REQUEST

The Honorable _____
Governor of Montana
State Capitol
Helena, Montana 59620

Dear Governor _____:

On (*date damage occurred*) a (*type of occurrence: i.e., fire, snowstorm, flood*) caused extensive (*economic or physical*) damage to (*description of city or county*). Many of these (*individuals or business firms*) would like to (*rebuild or re-establish*), but need additional financial assistance to do so.

We are therefore asking you to request that the Small Business Administration declare (*city or county*) a disaster area and make its program available to the victims of this disaster.

_____
Official - City or County

_____
Official

_____
Official

EMERGENCY OR MAJOR DISASTER DECLARATION REQUEST

The Honorable _____
Governor of Montana
State Capitol
Helena, Montana 59620

Dear Governor _____:

On May 5, 1985, heavy rain began falling with six inches of rain recorded by May 20, 1985. This rain, and accompanying warming temperatures, combined with rapid snowmelt in the higher elevations, caused rivers and streams to leave their channels and cause widespread flooding in the county.

Flooding has caused extensive damage to public and private property throughout the county. Over 125 families are homeless and sheltered in public and private facilities, 30 businesses have sustained damage, agricultural losses are extensive, and public facilities have sustained major damage.

Local emergency and disaster plans have been activated; county funds, personnel, and resources have been committed to disaster operations; and a State of Disaster has been declared.

Based on preliminary damage assessments for both private and public sectors, we believe that the disaster is of such magnitude that local and State resources will not be capable of effectively alleviating the situation. Therefore, we ask that you submit a request to the President to declare that an emergency or disaster exists for this county under provisions of the Disaster Relief Act of 1974, Public Law 93-288.

_____
Chairman

_____
Member

_____
Member

D

D

LOCAL GOVERNMENT
DISASTER APPLICATION CENTER CHECKLIST

Following a presidential disaster declaration, a Disaster Application Center (DAC) will be established in or near the impacted city or county. The purpose of a DAC is to provide a "one-stop" information and application center for disaster victims. A DAC is staffed by federal, state, and local representatives and participating private and volunteer organizations who are prepared to inform the victim of available assistance programs.

While the disaster is still occurring, or soon thereafter, a Federal/State damage assessment team will survey the impacted area. State members of this team may at that time request the assistance of a local representative in locating potential DAC facilities. Prior to actual DAC set-up a federal Individual Assistance Officer or an appointed representative will visit the jurisdiction to confirm the suitability of the proposed facility.

The checklist below has been developed by the Montana Disaster and Emergency Services Division to help local government officials to anticipate the requirements of a DAC in their jurisdiction.

1. A Federal/State representative will contact the local official to request input concerning DAC location. DAC operation requirements should be specified by the Federal/State contact person (eg. facility size, furnishing needs, hours and days of expected operation, communication needs, staff size anticipated, etc.

2. The local DES coordinator or official's appointed representative should evaluate potential facilities based on the following: location accessibility for victims, access for handicapped, parking space, and availability of electricity, water and sewer, telephones, temperature control, and janitorial services. Facilities which are usually suitable for DAC operations include school gyms, national guard armories, fairground buildings, community halls, etc. The potential facility must be available for use during the proposed hours and days of operation.

3. The local DES coordinator or official's appointed representative should be available during DAC operation since familiarity with the area and people may be a needed resource. They may either be asked to assist in applicant registration during busy periods in the DAC or may be responsible for taking late applications after the DAC closes.

   Begin assessing your jurisdiction's capabilities for providing a suitable DAC facility shortly after the disaster has occurred and as soon as the Governor has requested a presidential declaration. While the final choice of DAC location rests with the federal and state disaster representatives, local input will be an important factor in the decision-making process. Your assistance can help make the DAC more effective in serving disaster victims in your jurisdiction.

E

E

LOCAL GOVERNMENT
TEMPORARY HOUSING CHECKLIST

This checklist was developed by the Montana Disaster and Emergency Services Division to assist local government in meeting their responsibilities and taking full advantage of assistance to provide temporary housing for displaced disaster victims. While in many cases there seems to be little a local government can do in this situation, they do have a responsibility for meeting these needs and coordinating with state and federal temporary housing programs that may become available. The following are examples of actions local government shuld take to provide for local temporary housing needs or to assist state and federal efforts in this area.

1. After disaster displaced individuals or families have had the immediate shelter requirements met through use of school gymnasiums, private homes, National Guard Armories, etc., it is time to assess what resources are available to meet longer term housing needs. Local government should gather information from all available sources on the number of individuals or families needing temporary housing assistance as part of their damage assessment process.

2. In cooperation with state and federal officials, local government officials should inventory vacancies in commercial trailer parks, rental units, hotel and motel rooms and unoccupied habitable houses.

3. Once a housing needs assessment and resource inventory has been completed, and if housing needs are beyond local government capability, they should request a meeting with state and/or federal officials at the earliest possible time, to determine the exact responsibilities and functions to be performed by each level of government in meeting this need.

4. If the housing resource inventory indicates a shortfall of existing housing possibilities, an inventory of suitable developable mobile home sites should be made, if federally applied mobile home are available.

5. Suitable sites for mobile home locations, should be able to be developed to provide electricity, water and sewer, heating fuel, garbage collection, street maintenance, law enforcement and fire protection.

6. Procedures for site selection should include consideration of accessibility, location and transportation to jobs, schools, and other necessary facilities or community services.

7. Local government should review their ability to suspend or waive zoning ordinances, subdivision regulations, and similar restrictions that might preclude the use of suitable sites.

The items previously mentioned are assistance local government can provide to either State or federal officials responsible for the operation and management of a temporary housing program. While local government officials can under both state and federal law choose to operate their own temporary housing program, they should become fully aware of the state and federal guidelines, requirements and regulations that apply before assuming responsibility for this program. Close cooperation is needed between local, state and federal officials to ensure the smooth provision of the temporary housing program to disaster victims.

F

F

LOCAL GOVERNMENT
DEBRIS AND WRECKAGE REMOVAL CHECKLIST

This checklist was developed by the Montana Disaster and Emergency Services Division, to allow local government a quick reference to those things they will have to do in the event that a disaster creates the need for a large scale debris removal operation.

1. Since debris and wreckage removal is normally accomplished by local government, the first step in getting state or federal assistance is to clearly document that the situation is beyond local capabilities.

2. Local government must make a determination that the debris and wreckage removal is in the public interest. This determination must consider:

   a. Whether removal of such debris and wreckage is necessary to eliminate threats to life or property.

   b. Whether removal of such debris and wreckage is necessary to eliminate a hazard which threatens substantial destruction of undamaged public of private property.

   c. Whether removal of such debris and wreckage is essential to the economic recovery of the affected community.

   d. Whether a benefit is derived, directly or indirectly, to the community-at-large.

3. Before any debris or wreckage removal operation is exercised by the state or federal government, local government must:

   a. Present a written unconditional authorization for removal of such debris or wreckage from public and private property (see Attachment #1).

   b. In the case of removal of debris or wreckage from private property, shall first agree to indemnify the state and federal government against any claim arising from such removal (see Attachment #2).

4. If fatalities, livestock, trailers, automobiles or other items of personal property are suspected or identified in the debris or wreckage to be removed, special personnel and removal techniques may be required.

5. If debris removal requires equipment to work in a stream or on streambanks, local government is responsible for obtaining approval from the Montana Department of Fish, Wildlife and Parks (Montana Stream Preservation Act).

6. Local government will have to coordinate matters involving, haul roads, disposal sites, operation maintenance and closure of sites, traffic control, security, and any local or state permits associated with debris and wreckage removal.

RESOLUTION

WHEREAS, on the _____ day of_____, 19____ the President declared a "major disaster" in the State of Montana under the provisions of Public Law 288, 93rd Congress; and

WHEREAS, _____ is a public entity within said State;

NOW, THEREFORE, BE IT RESOLVED, by _____ of
(Governing Body)

_____ that the Federal Emergency Management Agency
(Public Entity)

be and hereby is requested to arrange to have the appropriate federal agency perform the following work:

(Describe the work or other assistance requested)

This body certifies that, to the best of its knowledge and belief, the requested work is eligible under Public Law 288, 93rd Congress, and agrees to (a) provide without cost to the United States all lands, easements, and right-of-way necessary to accomplishment of the approved work; and (b) hold and save the United States free from damages due to the approved work and with respect to debris removal shall indemnify the Federal Government against any claim arising from such removal.

PASSED AND APPROVED this _____ day of_____, 19____.

_____
Name and Title

_____
Name and Title

(SEAL)

-SAMPLE-

ATTEST:

_____
Name and Title

_____
Name and Title

RIGHT-OF-ENTRY AGREEMENT

I, _____, We_____, the owner(s) of the property commonly identified as_____, _____, _____,
(Street) (City or Town) (County)

State of Montana, do hereby grant and give freely and without any coercion whatsoever, the right of access, entry and use of said property to the _____, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any and all storm-generated debris of whatever nature from the above described property as may be necessary in the accomplishment of the foregoing.

IT IS FULLY UNDERSTOOD THAT THIS PERMIT IS NOT AN OBLIGATION TO PERFORM DEBRIS CLEARANCE.

The undersigned agrees and warrants to hold harmless the _____ (City) _____, State of Montana, Federal Emergency Management Agency, (County) their agencies, contractors and sub-contractors, for any damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable, which might arise out of any use or activities on the above described property.

I (have ____, have not____) (will____, will not____) receive any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other Public Assistance Program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at Federal expense. For the considerations and purposes set forth herein, I hereby set my hand and seal this _____ day of _____, 19____.

_____ (Local Certification)

_____ (Title)

_____ (Owner/Owners)

_____ (Owner/Owners)

_____ (Current Telephone Number)

_____ (Current Address)

- SAMPLE -

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STATE OF MONTANA

EMERGENCY AND DISASTER FUND

Pursuant to Section 10-3-311

Montana Code Annotated

HANDBOOK FOR APPLICANTS

Prepared By:
Disaster & Emergency Services Division
Department of Military Affairs
March 1985

STATE OF MONTANA

EMERGENCY AND DISASTER FUND

HANDBOOK FOR APPLICANTS

I. PURPOSE:

This Handbook provides instructions and guidance to local government officials in the administration of the Governor's Emergency and Disaster Fund.

Eligible applicants for State disaster assistance from the Governor's Emergency and Disaster Fund are political subdivisions of the State (e.g., incorporated cities, towns and counties, and other political subdivisions which deem to be legal by legislative action or by opinions of the State Attorney General). Each political subdivision must be declared an emergency or disaster area by the Governor.

II. OVERVIEW:

After an emergency or disaster declaration has been issued by the executive head of the political subdivision (10-3-402 or 10-3-403, MCA), and the emergency millage (10-3-405, MCA), is levied or committed, the political subdivision may request the Governor to declare their political subdivision a State emergency or disaster area by means prescribed in current published rules and regulations.

III. EMERGENCY AND DISASTER DEFINED:

A. "Emergency" means the imminent threat of a disaster causing immediate peril to life or property which timely action can avert or minimize (Section 10-3-103 (6), MCA).

B. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, or air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, or accidents involving radiation byproducts or other hazardous materials (Section 10-3-103 (3), MCA).

IV. EMERGENCY AND DISASTER EXPENDITURES:

A. The Governor may authorize State disaster assistance in the amount necessary when:

1. The emergency or disaster justifies the expenditure, and

2. the political subdivision is declared an emergency or disaster area by the Governor.

B. The emergency or disaster must:

1. Result in damage to the works, buildings or property of the State or any political subdivision thereof, or

2. menace the health, welfare, safety, lives or property of any considerable number of persons in any political subdivision of the State.

C. Each political subdivision must demonstrate that:

1. It has exhausted all available emergency levies (i.e., the two mill emergency levy, Section 10-3-405, MCA).

2. The emergency or disaster is beyond the financial capability of the political subdivision to respond and for which no appropriation in the affected fund is available in sufficient amount to meet the needs of the emergency or disaster. The financial resources available to the political subdivision shall include the maximum permissive levy for the fund or account financing the governmental function that is obligated to respond (e.g., road damage - road fund, bridge damage - bridge fund, etc.).

V. STATE RESPONSIBIILITIES:

A. Responsibility for the Administration of the Governor's Emergency and Disaster Fund rests with the Director, Department of Administration or his designated representative.

B. Responsibility for providing information, guidance, advice and assistance to political subdivisions making application for State Disaster Assistance rests with the Administrator, Disaster and Emergency Services (DES) Division or his designated representative.

C. Other State agencies may be requested, as needed, to assist in administration such as Damage Survey Report preparation, final inspections, audits, and etc.

VI. LOCAL GOVERNMENT RESPONSIBILITIES:

Local governments have the responsibility for planning the disaster assistance effort, and for performing the necessary disaster relief work in accordance with local government rules and regulations in effect prior to disaster. The availability of State disaster assistance does not lessen the responsibility of local authorities as the first line of response and recovery.

VII. BENEFITS:

Upon approval by the Governor, the Emergency and Disaster Fund will provide disaster assistance to political subdivisions for the eligible disaster relief needs as requested by the political subdivision and identified in the Governor's declaration.

VIII. CATEGORIES OF ELIGIBLE WORK:

A. State Disaster Assistance is divided into two main groups of work, emergency and permanent. These types of work have been further divided into categories of work which correspond to the categories identified on the Damage Survey Report and the Project Application. They are:

CATEGORY A - Debris Clearance
CATEGORY B - Protective Measures
CATEGORY C - Bridge and/or Road Systems
CATEGORY D - Water Control Facilities
CATEGORY E - Public Buildings and Related Equipment
CATEGORY F - Public Facilities
CATEGORY G - Facilities Under Construction
CATEGORY H - Other Damages (not in above categories)

B. Emergency work is normally the responsibility of the local political subdivision. It involves taking those actions necessary to prevent suffering and hardship or to remove threats to safety of life or property. Such work is temporary in scope and intended to provide immediate and limited service to the political subdivision.

C. Permanent work is directed toward the restoration or replacement of a facility or system based upon pre-disaster design. Other considerations are: current codes, specifications and standards required to not only comply with State and local regulations, but also to mitigate against the possibility of a similar occurrence during a future emergency or disaster.

IX. APPLICATION PROCEDURES:

A. As soon as possible following an emergency or disaster declaration, the Administrator, Disaster and Emergency Services (DES) Division will hold meetings to brief applicants on procedures and eligibility of work items. At the briefing, applicants will be given instructions on the use of the following forms:

1. Designation of Applicants Local Agent (Attachment #1).
2. Damage Survey Report (Attachment #2).
3. Project Application (Attachment #3).
4. Request for Advance of Funds (Attachment #4).
5. Schedule of Approved Equipment Rates (Attachment #5).
6. Summary of Documentation (Attachment #6).
7. Final Inspection Report (Attachment #7).
8. Blanket Certificate (Attachment #8).
9. Request for Final Payment (Attachment #9)

B. Following the Applicants Briefing, Damage Survey Reports (DSR), (Attachment #2), will be completed by teams of State and local inspectors.

The Damage Survey Reports will record the findings on the damage. Separate reports will be prepared for each item of work within each emergency and permanent work category. When the Damage Survey Reports have been completed, State and local representatives should sign them indicating concurrence.

Damage Survey Reports will be consolidated into a Project Application (Attachment #3), and forwarded on a timely basis to the Administrator, Disaster and Emergency Services Division, P.O. Box 4789, Helena, Montana 59604, for approval.

X. PROCUREMENT:

A. State and Local Statutes: Each applicant shall assure that work and services authorized by Approved Project Applications will comply with State and local statutes, regulations and ordinances.

B. Contingent Payment: Each applicant shall assure that no contract entered into by the applicant shall contain a provision which makes payment contingent upon reimbursement from the State Emergency and Disaster Funds.

C. Cost Plus Contracting: Cost-plus-percentage of cost contracts will not be approved.

XI. TIME LIMITATIONS:

Work on approved projects must commence and be completed within the specified time limits as established in the Approved Project Application. The criteria for performing such work is:

1. Project Applications shall be submitted within 90 days or a lesser period following the date of the Governor's declaration to the Administrator, DES. When warranted, the Administrator, DES may, if the applicant requests, extend this time limitation.

2. Time Limitations for State assistance shall begin with the Governor's declaration of an emergency or disaster and shall terminate upon expiration of these prescribed periods.

	Initiation Deadline	Completion Deadline
a. Debris Clearance	30 days	180 days
b. Emergency Protective Measures	30 days	180 days
c. Permanent Restorative Projects		18 months

3. Exceptions: Based on extenuating circumstances or unusual project requirements clearly beyond the control of the applicant, the Administrator, DES, may extend any of these time periods, not to exceed six months on a project-by-project basis, if so requested in writing by the applicant.

XII. GENERAL ELIGIBILITY CRITERIA:

A. General: Only certain costs are eligible for reimbursement. The following paragraphs describe those specific items which are eligible or clearly ineligible:

B. Salaries, Wages and Administrative Costs:

1. Eligible. Overtime salaries, wages, and payroll additives of all regular employees of the applicant directly engaged in the performance of the eligible disaster work. Also salaries, wages and payroll additives for all extra hires.

2. Ineligible. Regular salaries, wages, and payroll additives of the regular employees. Administrative expense including:

   a. Salaries, wages and expenses of local officials who are responsible for directing regular government activities and are performing those activities.

   b. Salaries, wages, fees and expenses of individuals or firms while engaged in preparation and processing of Damage Survey Reports, Project Applications, Claims for Payment and Support Documentation.

   c. Related legal fees.

   d. Office supplies and equipment.

   e. Rent.

   f. Telephone and telegraph expense.

   g. Interest charges.

   h. Reimbursement to individuals or private organizations for the cost of performing services on their own property.

C. Cost of Equipment, Supplies and Materials:

1. Eligible.

   a. Cost for materials and supplies consumed in eligible disaster work, including those procured by direct purchase or taken from applicant's stock.

   b. Force Account. Costs incurred over and above normal eight hour day in the operation of applicant-owned equipment or other publicly-owned equipment used by an applicant in eligible disaster work. Such costs will be based on the Schedule of Approved Equipment Rates for Publicly-Owned Equipment (See Attachment #5). This schedule includes depreciation, all repairs, fuel, lubricants, tires, etc. If an applicant uses equipment which is not listed on the rate schedule, he should submit the year, make, model, horsepower and original cost (if available) of the equipment to the Administrator, DES, who will furnish the allowable rate.

2. Ineligible costs.

a. Costs for transportation equipment utilized by the sheriff and other employees whose duties do not change because of the disaster.

b. Costs of hand tools (shovels, handsaw, hammers, etc.), personal equipment, and protective clothing used in performing eligible work.

c. Charges for insurance, storage, overhead and administrative costs.

D. Cost of Rental Equipment:

1. Eligible.

Rental costs of privately owned equipment used in performing eligible disaster work. However, the rental rates must be comparable to going rates in the locality for similar types of equipment.

2. Ineligible costs.

Repair or replacement of such equipment damaged while performing eligible work should usually be covered by the rental rates. Costs of such repairs or replacement not covered by the rental rates may be eligible only when the applicant is responsible for those costs under the terms of a written lease or rental agreement.

E. Costs for Work Performed by Contract:

1. Eligible.

a. Reasonable costs for work performed by private contractors on eligible projects contracted for in accordance with local statutes.

b. Reasonable costs of architectural and/or engineering services on eligible projects.

2. Ineligible.

a. Costs incurred under contracts based on cost plus a percentage of costs, except where performance of immediate emergency work would be unduly delayed and where such a delay would extend or create a hazard to health or safety. A justification for this type of contract must be available at the applicant's office of record.

b. Costs incurred under contracts based on contingency clauses.

F. Easement and Right-of-Way Costs for Lands:

Any and all costs incurred for lands, easement or right-of-ways, and damage costs to private property are ineligible.

XIII. ADVANCE OF FUNDS (Attachment #4):

State funds may be advanced to an applicant on the basis of an Approved Project Application to meet the applicant's funding needs. Requests will be submitted in writing to the Administrator, DES, and must be approved by the Director, Department of Administration or his designated representative.

Advance of Funds which are requested and accompanied by DSR's that are 100% complete at the time of preparation and has the Summary of Documentation attached, will be considered for full reimbursement.

Any funds advanced which are in excess of the approved expenditures as accepted by final audit by the State Government, must be refunded promptly to the State.

XIV. CLAIMS FOR REIMBURSEMENT:

A. Claims.

To receive final reimbursement from the State's Emergency and Disaster Fund for funds expended, the applicant must submit such claims to the State in a timely manner, however, in no case shall they exceed 60 days from completion of the work. These claims will be submitted on a "Summary of Documentation."

B. Summary of Documentation (Attachment #6).

A separate Summary of Documentation will be submitted for each Damage Survey Report for which reimbursement will be requested. Each Summary of Documentation will be broken down into separate categories for labor, equipment, materials and contract costs, if applicable. Supporting documentation in the applicants file will be identified with a corresponding DSR.

The applicant should prepare a Summary of Documentation as soon as all work is completed and all payments have been made. Representatives from the Disaster and Emergency Services Division will provide guidance or other necessary assistance to applicants in preparing the Summary.

1. Cost Overruns: Will be identified and broken down into two main categories.

   a. Cost overruns due to variations of unit prices and/or,

   b. cost overruns because of increased quantities of labor or material with no change in the scope of eligible work.

2. Supporting Documentation: Documentation must be available at one central office to support all disaster related costs incurred by the applicant for audit purposes. Specific documentation requirements are discussed below.

   a. Cost directly incurred by the applicant. Schedules or work papers must be prepared to document the amounts claimed by these costs. These schedules will identify the source documents from which the information is taken and will include the following information:

      1) Applicants Employees.

         a) Claims for time of eligible employees must be supported by payrolls which give payroll period and the following information for each employee:

            i Name.

            ii Job Classification - laborer, driver, etc.

            iii Number of hours worked each day (show dates).

            iv Total hours worked.

            v Rate of pay.

            vi Total earnings.

            vii Paycheck number.

         b) The total claim must be broken down to show the categories of work (debris clearance, street repair, bridge repair, etc.), and the location(s) where it was performed, identified to the appropriate DSR.

c) If time and one-half is paid to regular hourly employees for overtime, or if any overtime is paid to monthly employees, these payments must be in accordance with policy established prior to the disaster.

d) The applicant must clearly indicate on payrolls the eligible wages covering work authorized in the Approved Project Application.

2) Applicant-Owned Equipment. Claims for the use of applicant-owned equipment on eligible disaster work must be supported by a schedule similar to a payroll, described above. The schedule must contain the following information for each piece of equipment:

i Type and description of equipment.

ii Number of hours used each day (show dates).

iii Total hours used.

iv Hourly rate from schedule of Approved Equipment Rates (Attachment #5).

3) Material from Applicant's Stock.

a) The total claimed must be broken down to show the category of work and the location(s) where and/or how the material and supplies were used, identified to the appropriate DSR.

b) The unit cost used must be supported by one of the following:

i The invoice covering the original purchase of the item.

ii The invoice covering the replacement of the item.

c) Regardless of the supporting document, only the actual unit cost paid to the supplier, with nothing added for handling and overhead, will be reimbursed.

4) The second type of cost for which supporting documentation is necessary is incurred from sources other than the applicant such as invoices for material, equipment rental, and services. Specific requirements for these invoices are outlined in the following paragraphs:

a) Invoices for Material.

Invoices must describe the material furnished, must state the date furnished, and must include the following information:

i Quantity.

ii Description.

iii Unit Cost.

iv Total cost of each item.

v Total amount of invoice.

The applicant must indicate on the invoice where and/or how the material was used and the amount applicable to the related DSR.

b) Invoices for Equipment Rental:

Invoices covering equipment rental must include the following information:

i Type and description of equipment.

ii Rate per hour (indicate with or without operator).

iii Dates used.

iv Hours used each day.

v Total rental for each piece of equipment.

vi Total amount of invoice.

The applicant must indicate on the invoice where and/or how the equipment was used and the amount applicable to the related DSR.

5) Invoices from other Political Subdivisions:

a) Invoices covering material must give the same details as required for regular vendors. The unit cost used to compute the amount claimed must be the actual unit cost paid to the supplier with nothing added for handling, overhead, etc., the same as for applicant's material.

b) Invoices covering equipment rental must give the same details as required for applicant-owned equipment. The rates used to compute the amount claimed must be the same as for applicant-owned equipment. Invoices covering labor must give the same details as required for applicant's employees.

6) Invoices Covering Work Performed by Contract:

The applicant should indicate on an invoice covered by a contract whether it is a lump sum or cost-type contract. A copy of the contract must be attached to the invoice. The contractor must furnish a detailed breakdown of cost, if it is a cost-type contract.

7) Other Requirements:

The applicant must show on each invoice the date and amount paid, check, or warrant number or evidence of cash payment. Any invoices not paid will be disallowed. Earned cash discount (payment made within discount date indicated on invoice) must be deducted from the total of the invoice, as only the net amount paid may be claimed.

The applicant must maintain adequate disbursement and accounting records so they can be made available to state auditors.

XV. FINAL INSPECTION (Attachment #7):

After all eligible work is completed and Summary of Documentations forwarded to the Administrator, DES, final inspections will be scheduled with appropriate State and local inspectors to insure that all eligible work has been completed as described in the scope of work in the DSR and that no betterment was made.

DSR's which are 100% complete at the time of preparation do not require final inspections.

XVI. BLANKET CERTIFICATE (Attachment #8):

Upon completion of all eligible work approved in the Project Application, the applicant's authorized representative must sign and submit to the Administrator, Disaster and Emergency Services, a Blanket Certificate which certifies to the validity of the claims in order for the State to make final payment.

XVII. AUDITS:

For the purpose of audit, the Administrator, Local Government Services Division, Department of Commerce, or his duly authorized representatives, shall have access to all documents and records that pertain to the applicants' emergency expenditures. The audit will be accomplished by the Division at a regularly scheduled audit of that political jurisdiction. Expenditures of State Emergency and Disaster Funds may also be subject to audit by the Legislative Fiscal Auditor (Section 5-13-304, MCA), and if so, shall have access to all documents and records that pertain to the applicants' emergency expenditures.

XVIII. FINAL REVIEW AND REQUEST FOR FINAL PAYMENT (Attachment #9):

Final review and approval for final payment is administered by the Director, Department of Administration or his authorized representative. The Administrator, DES, will request final payment on behalf of the applicant.

Approval for final payment is based on approved Project Applications, the Summary of Documentations submitted by the applicant, and the final State Audit. In some cases, the final payment may be made prior to the audit. If so, any funds received which are in excess of the approved expenditures as accepted by the Final State Audit will be promptly refunded to the State.

XIX. APPEALS PROCEDURE:

An appeal is a request from an applicant for reconsideration of any action related to the State assistance. It should be made in writing to the Director, Department of Administration and should include such additional information as is appropriate to support the request for reconsideration. All appeals must be made within fifteen (15) days after the receipt of the action necessitating the appeal. The Director, Department of Administration will notify the applicant of his decision to accept or deny the appeal following his review and investigation.

DESIGNATION OF APPLICANT'S LOCAL AGENT

RESOLUTION

BE IT RESOLVED BY_____,
(Governing Body)

OF_____, THAT_____,
(Public Entity) (Name of Incumbent)

_____is hereby authorized to execute for and in
(Official Position)

behalf of_____,

a public entity established under the laws of the State of Montana, this application and to file it in the appropriate State office for the purpose of obtaining certain State financial assistance from the Governor's Emergency and Disaster Fund (Title 10, Chapter 3, Sec. 311 (1)(2)(3) through Sec. 312).

THAT_____, a public entity established under the laws of the State of Montana, hereby authorizes its agent to sign on behalf of said_____all papers necessary in obtaining State financial assistance.

Passed and approved this _____day of _____, 19____.

_____
(Name and Title)

_____
(Name and Title)

_____
(Name and Title)

CERTIFICATION

I,_____, duly appointed and _____
(Title)

of_____, hereby certify that the above is a true and correct copy of resolution passed and approved by the _____
(Governing Body)

of_____on the _____day of_____, 19____.
(Public Entity)

Date:_____

_____
(Signature)

Attachment #1

STATE OF MONTANA
DAMAGE SURVEY REPORT

APPLICANT:		WORK ACCOMPLISHED BY: CONTRACT FORCE ACCOUNT
WORK CATEGORY (Circle Category) EMERGENCY A B C D E F G H PERMANENT A B C D E F G H	PA NO. DSR NO.	PERCENTAGE OF WORK COMPLETED TO DATE %

DAMAGED FACILITIES (Location, Identification & Description)

DESCRIPTION OF DAMAGE

SCOPE OF PROPOSED WORK

ESTIMATED COST OF PROPOSED WORK *

QUANTITY	UNIT	MATERIAL AND/OR DESCRIPTION	UNIT PRICE	COST(dollars)
			TOTAL =	

CONCURRENCE IN REPORT BY LOCAL REPRESENTATIVE (Signature, Agency, Date)

CONCURRENCE IN REPORT BY STATE REPRESENTATIVE (Signature, Agency, Date)

STATE REVIEW (Signature, Agency, Date)

This Damage Survey Report (DSR) is not a State approval of this proposed project and does not obligate State funds, DSR's are field recommendations and estimates which are attached as supporting justification to the applicant's project application, which must be approved by the Administrator, Disaster and Emergency Services Division.

Attachment #2

STATE OF MONTANA
PROJECT APPLICATION FOR STATE FINANCIAL ASSISTANCE

Project Application No._____

APPLICANT'S NAME AND ADDRESS	APPLICANT'S AGENT Name_____ Address_____ _____ Telephone_____

PROJECT SUMMARY	AMOUNT REQUESTED BY APPLICANT	AMOUNT APPROVED BY STATE
A. Debris Clearance.....	_____	_____
B. Protective Measures.....	_____	_____
C. Road Systems.....	_____	_____
D. Water Control Facilities.....	_____	_____
E. Public Buildings & Equipment.....	_____	_____
F. Public Utilities.....	_____	_____
G. Facilities under Construction.....	_____	_____
H. Other Damages (Not in above categories)	_____	_____
TOTAL	_____	_____

Attach Damage Survey Reports for each work category for which state financial assistance is requested.

FUNDING REQUEST: ADVANCE OF FUNDS YES NO (Circle One)

REQUEST BY APPLICANT'S AGENT

_____ DATE _____ TITLE _____ SIGNATURE

CONCURRENCE BY ADMINISTRATOR, DISASTER AND EMERGENCY SERVICES DIVISION

_____ DATE _____ SIGNATURE

Attachment #3

STATE OF MONTANA

REQUEST FOR ADVANCE OF FUNDS

from

EMERGENCY AND DISASTER FUND

TO: Administrator Disaster and Emergency Services Division P. O. Box 4789 Helena, Montana 59601	Project Application No.
FROM: (Applicant)	DATE:

It is requested that an advance of funds in the amount of $_____

be approved in accordance with the Schedule of Expenditures shown below.

The _____ agrees to the following conditions:

1. That funds will be credited to a separate account.
2. That the funds will be used solely for the work approved in the project application.
3. That any funds advanced, which are in excess of the approved expenditures as accepted by final audit by the State Government, will be refunded promptly to the State.

SCHEDULE OF EXPENDITURES FOR WHICH AN ADVANCE OF FUNDS IS REQUESTED

Total amount approved in Project Application.....$_____

Expended to date on eligible work..... _____

Estimated expenditure for next 30 days..... _____

TOTAL REQUIREMENTS _____

Prior advances..... _____

Requested advance..... _____

TOTAL ADVANCE _____

Percent of Approved Project Application..... %_____

I understand and agree that if this request is approved it will cover expenditures to date plus those estimated for the next 30 days; and that any further progress payments will require another request.

DATE: _____

AMOUNT: _____

REQUESTED BY: _____
Applicant's Local Agent

DATE: _____

AMOUNT: _____

CONCURRED BY: _____
Administrator
Disaster and Emergency Services

DATE: _____

AMOUNT: _____

APPROVED BY: _____
Director
Department of Administration

Attachment #4

STATE OF MONTANA
SCHEDULE OF APPROVED EQUIPMENT RATES
FOR PUBLICLY-OWNED EQUIPMENT

These rates are applicable to equipment owned and operated by local government performing eligible work. These rates shall be used in Damage Survey Reports, approval of Project Applications and claims for reimbursement for equipment costs. These rates are for equipment in good mechanical condition, complete as required with attachments, tools, hoses, cables, oilers, blades, bucket, skip, hook, etc., as required. Each rate covers all costs eligible for ownership and operation of equipment, including depreciation, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Insurance, equipment shelter, overhead, profit and administrative costs are not eligible and are not included. Stand-by equipment costs are also not eligible. Equipment to be eligible must be in actual operation. Labor costs of operator are not included and should be approved separately from equipment costs. Rates for equipment used to perform eligible work not listed will be furnished upon request.

ITEM	HOURLY RATE
Air Compressor (air at 100 psi)	
to 150 cfm inclusive	$4.25
to 250 cfm inclusive	5.50
to 325 cfm inclusive	10.00
to 450 cfm inclusive	12.50
to 600 cfm inclusive	17.50
to 900 cfm inclusive	22.00
COMPACTION EQUIPMENT	
Hand Operated	0.75
Roller, Towed	
Rubber Tired	
to 20 ton inclusive	2.25
to 50 ton inclusive	13.00
Steel, Sheepsfoot/Wedgefoot (per drum)	1.25
Roller, Self-Propelled	
Steel/Rubber Tired, Tandem or 3 wheels	
to 5 ton inclusive	5.00
to 14 ton inclusive	8.50
EARTH MOVING EQUIPMENT	
Loader, Crawler	
to 3/4 CY inclusive	8.00
to 1 CY inclusive	10.00
to 1 1/2 CY inclusive	12.50
to 2 CY inclusive	19.00
to 2 5/8 CY inclusive	22.00
Loader, Wheeled	
to 1/2 CY inclusive	6.25
to 1 CY inclusive	8.00
to 1 1/2 CY inclusive	14.50
to 2 CY inclusive	17.00
to 2 3/4 CY inclusive	23.00
Scraper, Pull-Type	
to 9 CY inclusive	9.00
to 12 CY inclusive	11.50
to 18 CY inclusive	16.00
Scraper, Self-Propelled	
to 11 CY inclusive	26.00
to 16 CY inclusive	39.00

ITEM	HOURLY RATE
Tractor, Crawler	
to 45 HP inclusive	$8.00
to 100 HP inclusive	13.50
to 135 HP inclusive	20.00
to 195 HP inclusive	25.00
to 250 HP inclusive	34.00
to 335 HP inclusive	47.00
Tractor, Wheeled	
to 75 HP inclusive	8.00
to 125 HP inclusive	18.00
to 215 HP inclusive	28.00
EXCAVATING EQUIPMENT	
Backhoe, Mounted on Loader	
to 3/8 CY inclusive	7.50
to 5/8 CY inclusive	13.00
Clamshell or Dragline	
to 3/4 CY inclusive	30.00
to 1 CY inclusive	39.00
Excavator	
to 3/8 CY inclusive	20.00
to 1/2 CY inclusive	26.00
to 3/4 CY inclusive	30.00
to 1 CY inclusive	32.00
to 1 1/4 CY inclusive	36.00
LIFTING EQUIPMENT	
Crane	
to 5 ton inclusive	13.50
to 10 ton inclusive	19.00
to 20 ton inclusive	26.00
to 30 ton inclusive	37.00
to 35 ton inclusive	43.00
Forklift, Pneumatic Tired	
to 1 1/2 ton inclusive	7.00
to 3 ton inclusive	9.00
to 5 ton inclusive	13.00

Note: The CY capacity is the struck factory designed capacity

ITEM	HOURLY RATE
PUMPING EQUIPMENT	
Gas or Diesel	
to 2" inclusive	$ 0.75
to 3" inclusive	1.50
to 4" inclusive	4.00
to 6" inclusive	6.00
to 8" inclusive	8.50
to 10" inclusive	9.50
to 12" inclusive	12.50
Electric	
to 3" inclusive	0.75
to 4" inclusive	1.75
to 6" inclusive	5.50
to 8" inclusive	7.50
Pumps Without Power	
to 16" inclusive	0.50
to 20" inclusive	1.00
to 24" inclusive	1.25
TRUCK	
Bucket, Aerial	11.00
Dump	
to 4 CY inclusive	11.50
to 8 CY inclusive	13.50
to 10 CY inclusive	18.50
to 12 CY inclusive	22.50
Fire	
to 171 HP inclusive	5.75
to 197 HP inclusive	9.00
to 280 HP inclusive	16.00
Flatbed/Stake	
to 2 1/2 ton inclusive	7.50
over 2 1/2 ton	13.00
Line	14.00
Garbage, to 25 CY	15.50
Tank, with Pump	9.00
Tractor	12.00
Wrecker	13.50
MISCELLANEOUS EQUIPMENT	
Boat, Utility w/Engine	
to 50 HP inclusive	4.50
to 100 HP inclusive	9.50
Broom, Road	
Self-Propelled	6.00
Towed or Mounted	1.50
Brush Chipper	
to 75 HP inclusive	6.00
to 115 HP inclusive	7.50
to 161 HP inclusive	10.00
Generator	
to 5 KW inclusive	1.00
to 15 KW inclusive	3.00
to 25 KW inclusive	5.00

ITEM	HOURLY RATE
Grader, Motor	
to 115 HP inclusive	$ 10.00
to 175 HP inclusive	20.00
to 210 HP inclusive	24.00
Mixer, Concrete or Mortar	1.25
Paver, Bituminous	23.00
Saw, Chain, Portable	0.85
Sewer Cleaning	
Rodder	2.50
Jet Flusher Truck	19.50
Vacuum Truck to 13 CY	19.50
Vacuum Truck to 16 CY	22.50
Combined Flusher & Vacuum Trk. to 13 CY	21.50
Combined Flusher & Vacuum Trk. to 16 CY	24.50
Snow Plow, All	2.50
Spreader, (Chip & Stone)	
Tailgate, All	1.25
Self-Propelled, All	15.00
Sweeper, Street, Pick-up	16.00
Trencher	
to 45 HP inclusive	4.00
to 95 HP inclusive	10.00
to 150 HP inclusive	24.00
Trailer	
Dump, to 21 CY	6.25
Equipment, Hauling	4.00
House/Office w/utilities	0.02/sf/dy
Tank	
to 500 gal.	1.00
to 1,000 gal.	5.50
to 2,000 gal.	10.00
to 5,000 gal.	13.00
Utility	5.00/dy
Vehicles	
Automobile	.16/mile
Ambulance	.27/mile
Truck, 1/2 ton	.21/mile
Truck, to 1 ton	.27/mile
Add for 4 wheel drive	.02/mile
Bus, to 15 pass. inclusive	.27/mile
Bus, over 15 pass.	.36/mile
Welding Machine	
to 300 Amps inclusive	4.25
to 600 Amps inclusive	5.00

Note: The CY capacity is the stock factory designed capacity

The previous Schedule of Rates was published on September 28, 1984. The changes included herein relate to lower fuel costs.

Federal Emergency Management Agency

Region VIII Denver Federal Center, Building 710 Denver, CO 80225

April 5, 1986

MEMORANDUM TO: Inspectors/Reviewers

FROM: Dan DiDomenico
P.A. Officer

SUBJECT: Equipment Rates, FEMA-761-DR-MT

Listed below are several equipment rates provided to me by Carney Moran of FEMA's National Office. These rates are not included on our Schedule of Equipment Rates, however, they have the same applicability as the rates on the schedule. Many of these rates were furnished to me as a result of a request by one or more of you. The other rates listed are those which National Office has recently provided to other regions. All of these rates can be used for this disaster.

Loader, Wheeled	
to 3 CY inclusive	$30
to 4 CY inclusive	35
to 5 CY inclusive	41
Scraper, Self-Propelled	
to 21 CY inclusive	50
Truck, Dump	
to 14 CY inclusive	29
to 20 CY inclusive	31
to 24 CY inclusive	35
Truck, Fire	
to 325 HP inclusive	26
to 366 HP inclusive	28
Truck, Line	
to 366 HP inclusive	32
Brush Chipper	
to 205 HP inclusive	15
to 250 HP inclusive	18

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED
FROM THE STATE OF MONTANA
FOR ELIGIBLE DISASTER WORK

APPLICANT_____Project Application No._____

Applicant's Reference No. (Warrant, Voucher, Claim or Schedule No.)	Delivery date of articles or performance of services	DOCUMENTION List documentation (Applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services	AMOUNT Line item in Approved Project Application Dollars	Applicant's Eligible Cost Dollars	Cents

Attachment #6

FINAL INSPECTION REPORT

TO: Administrator Disaster & Emergency Services Division P. O. Box 4789 Helena, Montana 59601	FROM: (Agency, and/or Bureau and location)

APPLICANT

INSPECTED WORK

CAT.	ITEM	DATE COMPLETED	DATE INSPECTED	INSURANCE SETTLEMENT	APPROVED PA COST ESTIMATE	REPORTED COST	CONTRACT/ FORCE ACCT	SCOPE OF WORK *(Report Changes)*

STATE

a. Did you personally inspect each item of completed work?..... Yes No
b. Did you reivew and utilize applicable Damage Survey Reports?..... Yes No
c. Did you review and utilize applicable Applicant's Summary of Documentation?..... Yes No
d. Did you ever make any prior inspections of any of these work items?... Yes No

CERTIFICATION

The above item(s) in the project application for the category of work shown has been inspected and certification is hereby made that the work has been completed as approved herein, except as noted above.

Local Representative (Signature, Agency, Date)

State Representative (Signature, Agency, Date)

State Review (Signature, Agency, Date)

Attachment #7

BLANKET CERTIFICATE
COVERING CLAIM FROM THE
STATE OF MONTANA
FOR THE COST OF ELIGIBLE DISASTER WORK

I certify that all documents listed on the "Summary of Documentation" submitted by_____
(Applicant)

are correct and cover only services performed, or material used, exclusively in connection with disaster relief operations of the applicant, as authorized in approved "Project Applications".

COMPLETION OF WORK

I certify that all work authorized in the approved Project Application was completed and all related essential services were resumed, except as listed below:

Work NOT Completed

Category	Line Item	Approved Amount

RATES

I certify that all rates claimed were the lowest rates available during the period covered by this claim.

PAYROLL

I certify that wages claimed on payrolls cover only extra employees or overtime of regular employees of the applicant, and that all payments for overtime are in accordance with policy established prior to the disaster.

DOCUMENTATION

I certify that the originals of all supporting documentation are on file in the office of_____.
(Title and Address)

PAYMENT

I certify that all obligations incurred by the applicant, in connection with the documents listed on the "Summary of Documentation" have been paid in full.

_____ _____
(Date) (Applicant's Authorized Representative)

ATTACHMENT #8

STATE OF MONTANA

REQUEST FOR FINAL PAYMENT

from

EMERGENCY AND DISASTER FUND

TO: Department of Military Affairs P.O. Box 4789 Helena, Montana 59604	Project Application No.
FROM: (Applicant)	Date:

FINAL PAYMENT REQUEST

Actual Cost.....$_____

Prior Advances.....$_____

TOTAL FINAL PAYMENT.....$_____

It is requested that a Final Payment of funds in the amount of $_____ be approved for the above named applicant.

DATE:_____ REQUESTED BY:_____

AMOUNT:_____ Administrator
Disaster and Emergency Services

DATE:_____ APPROVED BY:_____

AMOUNT:_____ Adjutant General
Department of Military Affairs

ATTACHMENT #9

H

H

STATE OF MONTANA

Disaster And Emergency Services

LEGAL AUTHORITIES MANUAL

Updated July 1987

Prepared By:
Disaster And Emergency Services Division
Department Of Military Affairs

MONTANA CODE ANNOTATED
TITLE 10
CHAPTER 3

DISASTER AND EMERGENCY SERVICES

Part 1 -- General Provisions and Administration

Section
10-3-101. Declaration of policy.
10-3-102. Limitations.
10-3-103. Definitions.
10-3-104. General Authority of the governor.
10-3-105. Division of disaster and emergency services -- duties.
10-3-106. Communications.
10-3-107. National defense highway plans.
10-3-108 through 10-3-110 reserved.
10-3-111. Personnel immune from liability.
10-3-112. Employment requirements for personnel -- political involvement of organizations prohibited.
10-3-113. Identification -- civil defense symbol.

Part 2 -- Intergovernmental Cooperation

10-3-201. Local and interjurisdictional emergency and disaster agencies and services.
10-3-202. Mutual aid -- cooperation.
10-3-203. Acceptance of services, gifts, grants, and loans.
10-3-204. Intergovernmental arrangements.
10-3-205. Authority to joint interstate mutual aid compact -- supplemental agreements.
10-3-206. Repealed.

10-3-207. Text of compact.
10-3-208. Rulemaking authority.

Part 3 -- State Planning and Execution

10-3-301. State disaster and emergency plan.
10-3-302. Declaration of emergency -- effect and termination.
10-3-303. Declaration of disaster -- effect and termination.
10-3-304. Dissemination.
10-3-305. Governor commander-in-chief -- duties.
10-3-306 through 10-3-310 reserved.
10-3-311. Emergency or disaster expenditures.
10-3-312. Maximum expenditure in biennium.
10-3-313. Temporary housing for disaster victims -- site acquisition and preparation.
10-3-314. Community disaster loans.
10-3-315. Debris and wreckage removal in emergencies or disasters.

Part 4 -- Local and Interjurisdictional Planning and Execution

10-3-401. Local and interjurisdictional disaster and emergency plan -- distribution.
10-3-402. Local emergency -- declaration and termination.
10-3-403. Local disaster -- declaration and termination.
10-3-404. Contents of order -- effect.
10-3-405. Levying emergency tax -- disposition of surplus.
10-3-406. Authority of principal executive officer.

Part 5 -- Emergency Resource Management

10-3-501. Policy of state.
10-3-502. Definitions.
10-3-503. Governor's powers and duties.
10-3-504. Emergency resource management plan.
10-3-505. Proclamation of emergency -- effect and termination.
10-3-506. Judicial inquiry of proclamation.
10-3-507. Penalty for violation of rules.

Part 6 -- Continuity of Government

10-3-601. Citation of part.
10-3-602. Filling vacancy in governorship.
10-3-603. Filling vacancy in boards of county commissioners.
10-3-604. Filling vacancy in city or town governing bodies.
10-3-605. Filling vacancy for city or town executive.
10-3-606. Quorum requirement.
10-3-607. Relocating seat of state government.
10-3-608. Relocating seat of local government.
10-3-609. Part inoperative upon convening of legislature.

Chapter Cross-References
Department of Military Affairs created, 2-15-1201.
Division of Disaster and Emergency Services created, 2-15-1204.
Energy emergency laws to supplement civil defense laws, 90-4-317.

Part 1

General Provisions and Administration

10-3-101. Declaration of policy. Because of the existing and increasing possibility of the occurrence of disasters or emergencies of unprecedented size and destructiveness resulting from enemy attack, sabotage, or other hostile action and natural disasters and in order to provide for prompt and timely reaction to an emergency or disaster, to insure that preparation of this state will be adequate to deal with such disasters or emergencies, and generally to provide for the common defense and to protect the public peace, health, and safety and to preserve the lives and property of the people of this state, it is hereby found and declared to be necessary to:

(1) authorize the creation of local or interjurisdictional organizations for disaster and emergency services in the political subdivisions of this state;

(2) reduce vulnerability of people and communities of this state to damage, injury, and loss of life and property resulting from natural or man-made disasters;

(3) provide a setting conducive to the rapid and orderly start of restoration and rehabilitation of persons and property affected by disasters;

(4) clarify and strengthen the roles of the governor, state agencies, and local governments in prevention of, preparation for, response to, and recovery from emergencies and disasters;

(5) authorize and provide for cooperation in disaster prevention, preparedness, response, and recovery;

(6) authorize and provide for coordination of activities relating to disaster prevention, preparedness, response, and recovery by agencies and officers of this state and similar state-local, interstate, federal-state, and foreign activities in which the state and its political subdivisions may participate;

(7) provide an emergency and disaster management system embodying all aspects of emergency or disaster prevention, preparedness, response and recovery;

(8) assist in prevention of disasters caused or aggravated by inadequate planning for public and private facilities and land use; and

(9) supplement, without in any way limiting, authority conferred by previous statutes of this state and increase the capability of the state, local, and interjurisdictional disaster and emergency services agencies to perform disaster and emergency services.

History: En. Sec. 2, Ch. 218, L. 1951; amd. Sec. 1, Ch. 220, L. 1953; Sec. 77-1302, R.C.M. 1947; amd. and redes. 77-2301 by Sec. 8, Ch. 94, L. 1974; amd. Sec. 2, Ch. 335, L.1977; R.C.M. 1947, 77-2301.

Compiler's Comments

1987 Amendment: Deleted former (3) that read: "(3) prepare for prompt and efficient search, rescue, recovery, care, and treatment of persons lost, entrapped, victimized, or threatened by emergencies or disasters".

Cross-Reference

Legislative findings and intent concerning energy emergency, 90-4-301.

10-3-102. Limitations. Nothing in parts 1 through 4 of this chapter may be construed to give any state, local, or interjurisdictional agency or public official authority to:

(1) interfere with the course or conduct of a labor dispute, except that actions otherwise authorized by parts 1 through 4 of this chapter or other laws may be taken when necessary to forestall or mitigate imminent or existing danger to public health or safety;

(2) Interfere with dissemination of news or comment on public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, and newspapers) may be required to transmit or print public service messages furnishing information or instructions in connection with an emergency or disaster;

(3) affect the jurisdiction or responsibilities of police forces, firefighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but state, local, and interjurisdictional disaster and emergency plans shall place reliance upon the forces available for performance of functions related to emergencies and disasters; or

(4) limit, modify, or abridge the authority of the governor to proclaim martial law or exercise any other powers vested in him under the constitution, statutes, or common law of this state independent of or in conjunction with any provisions of parts 1 through 4 of this chapter.

History: En. 77-2301.2 by Sec. 3, Ch. 335, L. 1977; R.C.M. 1947, 77-2301.2.

Cross-Reference

Civilian control of the military, Art. II, sec. 32, Mont. Const.

Authority of Governor to proclaim martial rule, 10-1-106.

10-3-103. Definitions. As used in parts 1 through 4 of this chapter, the following definitions apply:

(1) "Civil defense" means the nuclear preparedness functions and responsibilities of disaster and emergency services.

(2) "Department" means the department of military affairs.

(3) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including tornadoes, windstorms, snowstorms, wind-driven water, high water, floods, wave action, earthquakes, landslides, mudslides, volcanic action, fires, explosions, or air or water contamination requiring emergency action to avert danger or damage, blight, droughts, infestations, riots, sabotage, hostile military or paramilitary action, disruption of state services, or accidents involving radiation byproducts or other hazardous materials.

(4) "Disaster and emergency services" means the preparation for, and the carrying out of disaster and emergency functions and responsibilities, other than those for which military forces or other state or federal agencies are primarily responsible, to mitigate, prepare for, respond to, and recover from injury and damage resulting from emergencies or disasters.

(5) "Division" means the division of disaster and emergency services of the department of military affairs.

(6) "Emergency" means the imminent threat of a disaster causing immediate peril to life or property which timely action can avert or minimize.

(7) "Political subdivision" means any county, city, town, or other legally constituted unit of local government in this state.

(8) "Principal executive officer" means the mayor, chairman of the county commissioners, or other chief executive officer of a political subdivision.

(9) "Temporary housing" means unoccupied habitable dwellings, suitable rental housing, mobile homes, or other readily fabricated dwellings.

History: En. Sec. 3, Ch. 218, L. 1951; amd. Sec. 2 Ch. 220, L. 1953; Sec. 77-1303, R.C.M. 1947; amd. and redes. 77-2302 by Sec. 9, Ch. 94, L. 1974; amd. Sec. 4, Ch. 335, L. 1977; R.C.M. 1947, 77-2302; amd. Sec. 4, Ch. 430, L. 1983.

Compiler's Comments

1987 Amendment: In (4), after "means the", deleted "prevention of, the" and before "prepared for" substituted "mitigate" for "prevent"; and deleted former (9) that read: "(9) "Search and rescue" means the employment, coordination, and utilization of available resources and personnel in locating, relieving distress of, preserving life of, or removing survivors from the site of a hazard, emergency, or disaster to a place of safety in case of lost, stranded, entrapped, or injured persons."

1983 Amendment: In (3), definition of disaster added "disruption of state services."

10-3-104. General authority of the governor. (1) The governor is responsible for carrying out parts 1 through 4 of this chapter.

(2) In addition to any other powers conferred upon the governor by law, he may:

(a) suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or orders or rules of any state agency if the strict compliance with the provisions of any statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency or disaster;

(b) direct and compel the evacuation of all or part of the population from an emergency or disaster area within the state if he considers this action necessary for the preservation of life or other disaster mitigation, response, or recovery;

(c) control ingress and egress to and from an emergency or disaster area, the movement of persons within the area, and the occupancy of premises therein.

(3) Under this section, the governor may issue executive orders, proclamations, and regulations and amend and rescind them. All executive orders or proclamations declaring or terminating a state of emergency or disaster shall indicate the nature of the emergency or disaster, the area threatened, the conditions which have brought about the declaration or which make possible termination of the state of emergency or disaster.

History: En. Sec. 6, Ch. 218, L. 1951; Sec. 77-1306, R.C.M. 1947; amd. and redes. 77-2304 by Sec. 11, Ch. 94, L 1974; amd. Sec. 6, Ch. 335, L. 1977; R.C.M. 1947, 77-2304(1) thru (3).

Cross-References

Governor as commander-in-chief of militia, Art. VI, sec. 13, Mont. Const.

Call of forces, when authorized, Art. VI, sec 13, Mont. Const.

Authority of Governor to proclaim martial rule, 10-1-106.

Extension of enlistments by Governor, 10-1-303.

Governor as commander-in-chief during emergencies, 10-3-305.

Governor's emergency powers and duties generally, 10-3-305.

Governor's proclamation of emergency, 10-3-505.

Closure of hunting and fishing during fire emergency, 87-3-106.

Powers of Governor during energy emergency, 90-4-309 through 90-4-318.

Governor to appoint board members of Western Interstate Nuclear Compact, 90-5-202.

10-3-105. Division of disaster and emergency services -- duties. (1) A division of disaster and emergency services is established in the department of military affairs. The division shall have an administrator and other professional, technical, secretarial, and clerical employees as necessary for the performance of its functions.

(2) The department of military affairs through the division of disaster and emergency services is responsible to the governor for carrying out the planning and program for disaster and emergency services of this state.

(3) The division shall prepare and maintain a comprehensive plan and program for disaster and emergency services of this state. The plan and program shall be coordinated with the disaster and emergency plans and programs of the federal government, other states, political subdivisions, and Canada to the fullest extent possible.

(4) The division shall:

(a) coordinate the preparation of the plan and program for disaster and emergency services with the political subdivision of this state;

(b) coordinate disaster and emergency prevention and preparation activities of all departments, agencies, and organizations within the state;

(c) advise and assist the political subdivisions of this state in executing their disaster and emergency services responsibilities;

(d) make recommendations on the formation of interjurisdictional disaster and emergency services areas when individual political subdivisions are unable to fully and adequately mount an effective local program due to limitations of funding, manpower, or other reasons;

(e) make surveys of industries, resources, and facilities within the state, both public and private, as are necessary to carry out the purposes of parts 1 through 4 of this chapter.

(f) periodically review local and interjurisdictional plans and programs for disaster and emergency services;

(g) develop or assist in the development of mutual aid plans and agreements between the federal government, other states, and Canada and among the political subdivisions of this state;

(h) plan and make arrangements for the availability and use of any private facilities, services, and property and, if necessary and if in fact used, provide for payment for use under terms and conditions agreed upon;

(i) institute training and public information programs and take all other preparatory steps, including the partial or full mobilization of disaster and emergency services organizations in advance of actual emergency or disaster, to insure the availability of adequately trained and equipped personnel in time of emergency or disaster;

(j) direct emergency response and disaster preparation activities as authorized by the governor;

(k) direct disaster response and recovery activities as authorized by the governor;

(l) prepare, for issuance by the governor, executive orders or proclamations as necessary or appropriate in coping with emergencies and disasters;

(m) maintain liaison with and cooperate with disaster and emergency services agencies and organizations of the federal government, other states, and Canada in achieving any purpose of parts 1 through 4 of this chapter and in implementing programs for disaster prevention, preparation, response and recovery; and

(n) have any additional authority, duties, and responsibilities authorized by parts 1 through 4 of this chapter as may be prescribed by the governor.

History: (1), (3), (4) En. Sec. 7, Ch. 335, L. 1977; Sec, 77-2305.1, R.C.M. 1947; (2) En. Sec. 4, Ch. 218, L. 1951; amd. Sec. 3, Ch. 220, L. 1953; amd. Sec. 7, Ch. 237, L. 1967; Sec. 77-1304, R.C.M. 1947; amd. and redes. 77-2303 by Sec. 10, Ch. 94, L. 1974; amd. Sec. 5, Ch. 335, L. 1977; Sec. 77-2303, R.C.M. 1947; R.C.M. 1947, 77-2303, 77-2305.1 (part); amd. Sec. 5, Ch. 430, L. 1983.

Compiler's Comments

1983 Amendment: In (4), deleted: "(h) determine the requirements of the state and its political subdivisions for food, clothing, and other necessities in the event of an emergency or disaster;

(i) plan for the procurement of food, clothing, other necessities, supplies, medicines, materials, and equipment that may be necessary in the event of an emergency or disaster and, as funding is authorized, procure and pre-position the same;".

Cross-References

Department of Military Affairs created, 2-15-1201.

Division created, 2-15-1204.

10-3-106. Communications. (1) The division shall coordinate whatever means exist for rapid and efficient communications in time of emergency or disaster.

(2) The division shall, in cooperation with the division of communications, department of administration, consider the desirability of supplementing communications resources or of integrating them into a comprehensive state or state-federal telecommunications or other communications system or network.

(3) The division shall, in cooperation with the division of communications and local political subdivisions, evaluate the possibility of multipurpose use of communications system or networks for general state and local government purposes.

(4) The division shall assist political subdivisions in the orderly development of telecommunications systems complementary to the state telecommunications system or network.

History: En. 77-2307.4 by Sec. 12, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.4.

Cross-References

State government communication systems, Title 2, ch. 17, part 3.

Cooperation with local government, 10-3-107, 10-3-202.

Cooperation with other agencies, 10-3-201.

10-3-107. National defense highway plans. The department of military affairs shall:

(1) cooperate with the agencies of this and other states and of the federal government which are connected with national defense in the formulation and execution plans or for the rapid and safe movement over the highways of troops, vehicles of a military nature, and materials affecting the national defense;

(2) coordinate the activities of the department of highways and the department of justice in a manner which will best serve to carry out any such plan for the rapid and safe movement of troops, vehicles, and materials;

(3) solicit the cooperation of officials of the various political subdivisions of the state in the proper execution of these plans.

History: (1) En. Sec. 2, Ch. 82, L. 1941; amd. Sec. 3, Ch. 94, L. 1953; amd. Sec. 1, Ch. 94, L. 1974; Sec. 32-1702, R.C.M. 1947; (2)En. Sec. 3, Ch. 82, L. 1941; amd. Sec. 4, Ch. 94, L. 1953; amd. Sec. 2, Ch. 94, L. 1974; Sec. 32-1703, R.C.M. 1947; R.C.M. 1947, 32-1702, 32-1703; amd. Sec. 6, Ch. 430, L. 1983.

Compiler's Comments

1983 Amendment: Renumbered former (a) as (1) and (b) as (2); at end deleted: "as referred to in subsection (1) of this section;

(c) solicit the cooperation of officials of the various political subdivisions of the state in the proper execution of these plans;

(d) have the authority to take an inventory, by counties, of the trucks and buses in the state, publicly and privately owned, which would be available in case of emergency affecting the national defense.

(2) The department of military affairs may, in conjunction with any interested public or private agencies, conduct a highway safety and driver training program as an aid to the national defense."; and inserted (3).

Cross-References

Highway traffic safety program, Title 61, ch. 2, part 1.

10-3-108 through 10-3-110 reserved.

10-3-111. Personnel immune from liability. (1) Neither the state nor any political subdivision of the state nor the agents or representatives of the state or any political subdivision thereof are liable for personal injury or property damage sustained by any person appointed or acting as a volunteer civilian defense worker or member of any agency engaged in civilian defense activity during a disaster or catastrophe. This section does not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under the workers' compensation law or any pension law or any act of congress.

(2) Neither the state nor any political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof nor any volunteer or auxiliary civilian defense worker or member of any agency engaged in civilian defense activity during a disaster or catastrophe, nor the owners of facilities used for civil defense shelters, pursuant to a fallout shelter license or privilege agreement and while complying with or reasonably attempting to comply with parts 1 through 4 of this chapter or any order or rule promulgated under the provisions of parts 1 through 4 of this chapter or pursuant to any ordinance relating to blackout or other precautionary measures enacted by any political subdivisions of the state, are liable for the death of or injury to persons or for damage to property as a result of any such activity.

History: En. Sec. 10, Ch. 218, L. 1951; Sec. 77-1310, R.C.M. 1947; amd. and redes. 77-2308 by Sec. 15, Ch. 94, L. 1974; rep. Sec. 15, Ch. 49, L. 1977; re-en. Sec. 2, Ch. 73, L. 1977; R.C.M. 1947, 77-2308.

Cross-References

Liability of Governmental entities generally, Title 2, ch. 9.

Attorney's fees for militia members, 10-1-601.

Limitations on liability for emergency care, 27-1-714.

Limitations on liability of health professionals for emergency care, 41-1-405.

10-3-112. Employment requirements for personnel -- political involvement of organizations prohibited. (1) A person may not be employed in any disaster and emergency services organization established under parts 1 through 4 of this chapter who advocates a change by force or violence in the constitutional form of the government of the United States or in this state or the overthrow of any government in the United States by force or violence or who has been convicted of or is under indictment or information charging any subversive act against the United States. Each person who is appointed to serve in an organization for disaster and emergency services shall, before entering upon his duties, take an oath, in writing, before a person authorized to administer oaths in this state, which oath shall be substantially as follows:

"I ..., swear (or affirm) that I will support and defend The Constitution of the United States and The Constitution of the State of Montana against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me, God."

(2) An organization for disaster and emergency services established under this chapter may not participate in any form of political activity, nor may it be employed directly or indirectly for political purposes.

History: (1) En. Sec. 13, Ch. 218, L. 1951; Sec. 77-1313, R.C.M. 1947; amd. and redes. 77-2311 by Sec. 18, Ch. 94, L. 1974; amd. Sec. 15, Ch. 335, L. 1977; Sec. 77-2311, R.C.M. 1947; (2) En. Sec. 12, Ch. 218, L. 1951; Sec. 77-1312, R.C.M. 1947; amd. and redes. 77-2310 by Sec. 17, Ch. 94, L. 1974; amd. Sec. 14, Ch. 335, L. 1977; Sec. 77-2310, R.C.M. 1947; R.C.M. 1947, 77-2310, 77-2311.

Cross-References
Oath of officers, 10-1-202.
Oath of enlistment, 10-1-302.
Discrimination by state, 49-2-308.

10-3-113. Identification -- civil defense symbol. Disaster and emergency services organizations and personnel may continue to identify themselves by the use of the civil defense symbol.

History: En. 77-2315 by Sec. 19, Ch. 335, L. 1977; R.C.M. 1947, 77-2315.

Cross-References
"Civil defense" defined, 10-3-103.

Part 2

Intergovernmental Cooperation

10-3-201. Local and interjurisdictional emergency and disaster agencies and services. (1) Each political subdivision within this state shall designate a local or interjurisdictional agency responsible for emergency and disaster prevention and preparedness and coordination of response and recovery.

(2) The local or interjurisdictional disaster and emergency services agency shall receive assistance from the division in emergency and disaster prevention, preparedness, response, and recovery to the extent of the division's authority and responsibility.

(3) Each political subdivision shall adhere to the provisions of parts 1 through 4 of this chapter and the state disaster and emergency plan and program regarding the structure and responsibilities of the local or interjurisdictional disaster and emergency service agencies and their relationship to the division.

(4) The principal executive officer of each political subdivision shall notify the division of the manner by which the political subdivision is providing or securing emergency and disaster planning and services, identify the person who heads the agency from which planning and services are obtained and furnish additional information as the division requires.

History: En. 77-2307.1 by Sec. 8, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.1 (1) thru (4).

10-3-202. Mutual aid -- cooperation. (1) Political subdivisions shall be encouraged and assisted by the division to conclude mutual aid arrangements with other public and private agencies within this state for reciprocal aid and assistance in coping with emergencies and disasters.

(2) In reviewing disaster and emergency plans and programs of political subdivisions, the division shall consider whether they contain adequate provisions for the reciprocal mutual aid.

(3) Local and interjurisdictional disaster and emergency agencies may assist in negotiation of reciprocal mutual aid agreements between the governor and the adjoining states (including foreign states or provinces) or political subdivisions thereof and shall carry out arrangements of any such agreements relating to the local and political subdivision.

(4) In providing assistance under parts 1 through 4 of this chapter, state departments and agencies shall cooperate to the fullest extent possible with each other and with local governments and relief agencies such as the American national red cross, but nothing contained in parts 1 through 3 of this chapter lists or in any way affects the responsibilities of the American national red cross under the act approved January 5, 1905 (33 St. 559), as amended.

History: (1) thru (3) En. Sec. 8, Ch. 218, L. 1951; Sec. 77-1308, R.C.M. 1947; amd. and redes. 77-2306 by Sec. 13, Ch. 94, L. 1974; amd. Sec. 13, Ch. 49, L. 1977; amd. Sec. 10, Ch. 335, L. 1977; Sec. 77-2306, R.C.M. 1947; (4) En. 77-2305.1 by Sec. 7, Ch. 335, L. 1977; Sec. 77-2305.1, R.C.M. 1947; R.C.M. 1947, 77-2305.1 (5), 77-2306.

Cross-References

State disaster and emergency plan, 10-3-301.

10-3-203. Acceptance of services, gifts, grants, and loans. (1) Whenever the federal government or any agency or officer thereof or any person, firm, or corporation shall offer to the state, or through the state to any political subdivision thereof, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency or disaster services, the state, acting through the governor, or the political subdivision, acting through its executive officer or governing body, may accept the offer and upon the acceptance the governor of the state or executive officer or governing body of the political subdivision may authorize any officer of the state or of the political subdivision, as the case may be, to receive the services, equipment, supplies, materials, or funds on behalf of the state or such political subdivision and subject to the terms of the offer and the rules, if any, of the agency making the offer.

(2) The funds, items, and services set forth in subsection (1) are statutorily appropriated, as provided in 17-7-502, to the governor for the purposes set forth in subsection (1).

History: En. Sec. 11, Ch. 218, L. 1951; Sec. 77-1311, R.C.M. 1947; amd. and redes. 77-2309 by Sec. 16, Ch. 94, L. 1974; amd. Sec. 13, Ch. 335, L. 1977; R.C.M. 1947, 77-2309; amd. Sec. 6, Ch. 703, L. 1985.

Compiler's Comments

1985 Amendment: Inserted (2).

Cross-References

Emergency powers of the Governor generally, 10-3-104.

10-3-204. Intergovernmental arrangements. (1) This state enacts into law and enters into the interstate mutual aid compact with all states, as defined therein, which states have enacted or shall hereafter enact the compact in the form substantially contained in 10-3-207.

(2) The governor may enter into the compact with any state if he finds that joint action with the state is desirable in meeting common intergovernmental problems of emergency and disaster planning, prevention, response, and recovery.

(3) Nothing in subsections (1) and (2) may be construed to limit previous or future entry of this state into the interstate mutual aid compact.

(4) All interstate mutual aid compacts and other interstate agreements dealing with disaster and emergency services shall be reviewed and made current at intervals not to exceed 4 years.

(5) If a person holds a license, certificate, or other permit issued by any state or political subdivision thereof evidencing the meeting of qualifications for professional, mechanical, or other skills, the person may render aid involving that skill in this state to meet an emergency or disaster and this state shall give due recognition to the license, certificate, or other permit.

(6) When considered of mutual benefit, the governor may, subject to limitations of law, enter into intergovernmental arrangements with neighboring provinces of Canada for the purpose of exchanging disaster and emergency services.

History: En. 77-2307.3 by Sec. 11, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.3; amd. Sec. 1, Ch. 228, L. 1985.

Compiler's Comments

1985 Amendment: In (1), (3), and (4) substituted reference to interstate mutual aid compact for interstate civil defense and disaster compact; at end of (1) substituted reference to 10-3-207 for 10-3-206; and near beginning of (2) after "with any state", deleted "that does not border this state".

10-3-205. Authority to join interstate mutual aid compact -- supplemental agreements. (1) The governor of the state of Montana is hereby authorized for and in the name of the state of Montana to join with other states in the interstate mutual aid compact.

(2) The governor of the state of Montana is hereby authorized to negotiate and execute such supplemental agreements as may be necessary and proper to fully carry into effect the terms and provisions of the interstate mutual aid compact as set forth in 10-3-207.

History: (1) En. Sec. 2, Ch. 213, L. 1951; Sec. 77-1402, R.C.M. 1947; (2) En. Sec. 4, Ch. 213, L. 1951; Sec. 77-1404, R.C.M. 1947; R.C.M. 1947, 77-1402, 77-1404; amd. Sec. 2, Ch. 228, L. 1985.

Compiler's Comments

1985 Amendment: In (1) and (2) substituted reference to interstate mutual aid compact for interstate civil defense and disaster compact; at end of (1) deleted "as developed by the civil defense office of the national security and resources board and the council of state governments"; and at the end of (2) substituted reference to 10-3-207 for 10-3-206.

10-3-206. Repealed. Sec. 5, Ch. 228, L. 1985.

History: En. Sec. 2, Ch. 213, L. 1951; R.C.M. 1947, 77-1403.

10-3-207. Text of Compact. The interstate mutual aid compact referred to in 10-3-204 and 10-3-205 reads as follows:

INTERSTATE MUTUAL AID COMPACT

Article I

The purpose of this compact is to provide voluntary assistance among participating states in responding to any disaster or imminent disaster that overextends the ability of local and state governments to reduce, counteract, or remove the danger. Assistance may include but is not limited to rescue, fire, police, medical, communication, and transportation services and facilities to cope with problems which require use of special equipment, trained personnel, or personnel in large numbers not locally available.

Article II

Article I, section 10, of the Constitution of the United States permits a state to enter into an agreement or compact with another state, subject to the consent of congress. Congress, through enactment of 50 U.S.C. 2281(g) and 2283 and the executive branch, by issuance of Executive Orders No. 10186 of December 1, 1950, encourages the states to enter into emergency, disaster, and civil defense mutual aid agreements or pacts.

Article III

It is agreed by participating states that the following conditions will guide implementation of the compact:

(1) Participating states through their designated officials are authorized to request and receive assistance from a participating state. Requests will be granted only if the requesting state is committed to the mitigation of the emergency and other resources are not immediately available.

(2) Requests for assistance may be verbal or in writing. If the request is made by other than written communication, it must be confirmed in writing as soon as practical after the request. A written request shall provide an itemization of equipment and operators, types of expertise, and personnel or other resources needed. Each request must be signed by an authorized official.

(3) Personnel and equipment of the aiding state made available to the requesting state shall, whenever possible,

remain under the control and direction of the aiding state. The activities of personnel and equipment of the aiding state must be coordinated by the requesting state.

(4) An aiding state has the right to withdraw some or all of its personnel and equipment whenever the personnel and equipment are needed by that state. Notice of intention to withdraw should be communicated to the requesting state as soon as possible.

Article IV

(1) The requesting state shall reimburse the aiding state as soon as possible after the receipt by the requesting state of an itemized voucher requesting reimbursement of costs.

(2) Any state rendering aid pursuant to this compact must be reimbursed by the state receiving such aid for any damage to, loss of, or expense incurred in the operation of any equipment used in responding to a request for aid, and for the cost incurred in connection with such requests.

(3) Any state rendering aid pursuant to this compact must be reimbursed by the state receiving such aid for the cost of compensation and death benefits to injured officers, agents, or employees and their dependents or representatives if such officers, agents, or employees sustain injuries or are killed while rendering aid pursuant to this arrangement and such payments are made in the same manner and on the same terms as if the injury or death were sustained within the aiding state.

Article V

(1) All privileges and immunities from liability, exemptions from law, ordinances, and rules and all pensions, disability relief, workers' compensation, and other benefits that apply to the activity of officers, agents, or employees when performing their respective functions within the territorial limits of their respective political subdivisions apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provision of this compact.

(2) All privileges and immunities from liability, exemptions from law, ordinances, and rules and workers' compensation and other benefits that apply to duly enrolled or registered volunteers when performing their respective functions at the request of their state and within its territorial limits apply to the same extent while performing their functions extraterritorially under the provisions of this compact. Volunteers may include but are not limited to physicians, surgeons, nurses, dentists, structural engineers, and trained search and rescue volunteers.

(3) The signatory states, their political subdivisions, municipal corporations, and other public agencies shall hold

harmless the corresponding entities and personnel thereof from the other state with respect to the acts and omissions of its own agents and employees that occur while providing assistance pursuant to the common plan.

(4) Nothing in this arrangement may be construed as repealing or impairing any existing interstate mutual aid agreements.

(5) Upon enactment of this compact by two or more states, and annually by each January 1 thereafter, the participating states will exchange with each other the names of officials designated to request and provide services under this arrangement. In accordance with the cooperative nature of this arrangement, it is permissible and desirable for the states to exchange operational procedures to be followed in requesting assistance and reimbursing expenses.

(6) This compact becomes effective and is binding upon the states so acting when it has been enacted into law by any two states. Thereafter, this compact becomes effective and binding as to any other state upon similar action by such state.

(7) This compact remains binding upon a party state until it enacts a law repealing the compact and providing for the sending of formal written notice of withdrawal from the compact to the appropriate officials of all other party states. An actual withdrawal may not take effect until the 30th consecutive day after the notice has been sent. Such withdrawal does not relieve the withdrawing state from its obligations assumed under this compact prior to the effective date of withdrawal.

History: En. Sec. 3, Ch. 228, L. 1985.

10-3-208. Rulemaking authority. The department of military affairs may adopt rules necessary to implement the interstate mutual aid compact.

History: En. Sec. 4, Ch. 228, L. 1985.

Part 3

State Planning and Execution

10-3-301. State disaster and emergency plan. (1) The state disaster and emergency plan and program may provide for:

(a) prevention and minimization of injury and damage caused by disaster;

(b) prompt and efficient response to an emergency or disaster;

(c) emergency relief;

(d) identification of areas particularly vulnerable to disasters;

(e) recommendations for preventive and preparedness measures designed to eliminate or reduce disasters or their impact;

(f) organization of manpower and chains of command.

(g) coordination of federal, state, and local disaster and emergency activities; and

(h) other necessary matters.

(2) In preparing and maintaining the state disaster and emergency plan and program, the division may seek the advice and assistance of local government, business, labor, industry, agriculture, civic volunteer organizations, and community leaders. In advising local and interjurisdictional agencies, the division may encourage them to seek advice from these sources.

History: En. 77-2305.1 by Sec. 7, Ch. 335, L. 1977; R.C.M. 1947, 77-2305.1 (part); amd. Sec. 7, Ch. 430, L. 1983.

Compiler's Comments

1983 Amendment: In (2), substituted "the division may seek the advice" for "the division shall seek the advice"; and substituted "the division may encourage" for "the division shall encourage."

Cross-References

Energy supply emergencies -- energy curtailment required, 90-4-307.

10-3-302. Declaration of emergency -- effect and termination. (1) A state of emergency may be declared by the governor when he determines that an emergency as defined in 10-3-103 exists.

(2) An executive order or proclamation of a state of emergency shall activate the emergency response and disaster preparation aspects of the state disaster and emergency plan and program applicable to the political subdivision or area and be authority for the deployment and use of any forces to which the plans apply and for the distribution and use of any supplies, equipment, and materials and facilities assembled, stockpiled, or

arranged to be made available pursuant to parts 1 through 4 of this chapter or any other provision of law pertaining to disasters and disaster-related emergencies.

(3) A state of emergency may not continue for longer than 20 days unless continuing conditions of the state of emergency exist, which shall be determined by a declaration of an emergency by the president of the United States or by a declaration of the legislature by joint resolution of continuing conditions of the state of emergency.

History: En. Sec. 6, Ch. 218, L. 1951; Sec. 77-1306, R.C.M. 1947; amd. and redes. 77-2304 by Sec. 11, Ch. 94, L. 1974; amd. Sec. 6, Ch. 335, L. 1977; R.C.M. 1947, 77-2304(4).

Cross References

Authorization to transfer county funds for emergency relief, 7-31-2101.

Emergency powers of the Governor generally, 10-3-104.

Power of Governor to declare energy emergency, 90-4-310.

10-3-303. Declaration of disaster -- effect and termination. (1) A state of disaster may be declared by the governor when he determines that a disaster has occurred.

(2) An executive order or proclamation of a state of disaster shall activate the disaster response and recovery aspects of the state disaster and emergency plan and program applicable to the political subdivision or area and be authority for the deployment and use of any forces to which the plans apply and for the distribution and use of any supplies, equipment, and materials and facilities assembled, stockpiled, or arranged to be made available pursuant to parts 1 through 4 of this chapter or any other provision of law pertaining to disaster and disaster-related emergencies.

(3) A state of disaster may not continue for longer than 30 days unless continuing conditions of the state of disaster exist, which shall be determined by a declaration of a major disaster by the president of the United States or by the declaration of the legislature by joint resolution of continuing conditions of the state of disaster.

(4) The governor shall terminate a state of emergency or disaster when:

(a) the emergency or disaster has passed;

(b) the emergency or disaster has been dealt with to the extent that emergency or disaster conditions no longer exist; or

(c) at any time the legislature terminates the state of emergency or disaster by joint resolution. However, after termination of the state of emergency or disaster, disaster and emergency services required as a result of the emergency or disaster may continue.

History: En. Sec. 6, Ch. 218, L. 1951; Sec. 77-1306, R.C.M. 1947; amd. and redes. 77-2304 by Sec. 11, Ch. 94, L. 1974; amd. Sec. 6, Ch. 335, L. 1977; R.C.M. 1947, 77-2304(5), (6).

Cross-References

Authorization to transfer county funds for emergency relief, 7-31-2101.

10-3-304. Dissemination. An executive order or proclamation issued under this part shall be disseminated promptly by means calculated to bring its contents to the attention of the general public. Unless the circumstances attendant upon the emergency or disaster prevent or impede it, the executive order or proclamation will be filed promptly with the division, the secretary of state, and clerk and recorders of the counties involved.

History: En. Sec. 6, Ch. 218, L. 1951; Sec. 77-1306, R.C.M. 1947; amd. and redes. 77-2304 by Sec. 11, Ch. 94 L. 1974; amd. Sec. 6, Ch. 335, L. 1977; R.C.M. 1947, 77-2304(7).

10-3-305. Governor commander-in-chief -- duties. (1) During a state of emergency or disaster, the governor is commander-in-chief of the militia and of all other forces available for emergency or disaster duty. To the greatest extent possible, the governor shall delegate or assign command authority by prior arrangement embodied in the state disaster and emergency plan and program and appropriate executive orders.

(2) The governor shall utilize the services and facilities of the existing officers and agencies of the state, and all officers and agencies shall cooperate with and extend their services and facilities to the governor as he may request in the carrying out of the purpose of parts 1 through 4 of this chapter.

History: En. Sec. 6, Ch. 218, L. 1951; Sec. 77-1306, R.C.M. 1947; amd. and redes. 77-2304 by Sec. 11, Ch. 94, L.1974; amd. Sec. 6, Ch. 335, L. 1977; R.C.M. 1947, 77-2304(8), (9).

Cross References

Civilian control of military, Art. II, sec. 32, Mont. Const.

Governor as commander-in-chief of militia, Art. VI, sec. 13, Mont. Const.

Emergency powers of the Governor generally, 10-3-104.

10-3-306 through 10-3-310 reserved.

10-3-311. Emergency or disaster expenditures--restrictions. (1) The governor may authorize the incurring of liabilities and expenses to be paid as other claims against the state from the general fund, in the amount necessary, when an emergency or disaster justifies the expenditure and is declared by the governor, to meet contingencies and needs arising from an emergency or disaster, as defined in 10-3-103, which results in damage to the works, buildings, or property of the state or any political subdivision thereof or which menaces the health, welfare, safety, lives, or property of any considerable number of persons in any county or community of the state, upon demonstration by the political jurisdiction that:

(a) such political jurisdiction has exhausted all available emergency levies;

(b) the emergency is beyond the financial capability of the political jurisdiction to respond and for which no appropriation in the affected fund is available in sufficient amount to meet the emergency or disaster; or

(c) federal funds available for such emergency or disaster require either matching state funds or specific expenditures prior to eligibility for assistance under federal laws.

(2) No expenditures for flood-related damages may be made to assist a political subdivision that is sanctioned because it has flood hazard areas identified under the national flood insurance program, parts 59 through 77 of 44 C.F.R., and does not have in effect adequate regulations for such areas or has failed to enforce such regulations as required by the national flood insurance program.

(3) The governor is charged with the implementation of the program.

(4) The administration and development of rules for implementation of this section must be promulgated by the department

History: (1) En. Sec. 1, Ch. 409, L. 1971; amd. Sec. 19, Ch. 577, L. 1977; Sec. 79-2501; R.C.M. 1947; (2), (3) En. Sec. 3, Ch. 409, L. 1971; Sec. 79-2503, R.C.M. 1947; R.C.M. 1947, 79-2501, 79-2503; amd. Sec. 1, Ch. 216, L. 1981; amd. Sec. 8, Ch. 430, L. 1983; amd. Sec. 1, Ch. 111, L. 1985.

Compiler's Comments

1987 Amendment: Inserted (2).

1985 Amendment: At the end of (3) after "department,". deleted "of administration."

1983 Amendment: In the middle of first paragraph of (1) substituted "to meet contingencies and needs ... results in damage to the works, buildings" for "to meet contingencies and emergencies arising from hostile attacks, riots or insurrections, epidemics of disease, plagues of insects, fires, floods, or other acts of God resulting in damage or disaster to the works, buildings."

1981 Amendment: Inserted "in the affected fund" in (1) (b).

Cross-References

Adoption and levy of emergency budget by Board of County Commissioners, 7-6-2341 through 7-6-2345.

Adoption and levy of emergency budget by City Council or Commission, 7-6-4251 through 7-6-4255.

Authorization to transfer county funds for emergency relief, 7-31-2101.

Levying of emergency taxes by city and county, 10-3-405.

Adoption and levy of emergency budget by school district trustees, 20-9-161 through 20-8-167.

Energy emergency expenditures authorized, 90-4-318.

10-3-312. Maximum expenditure in biennium. Whenever an emergency or disaster is declared by the governor, there is statutorily appropriated to the office of the governor, as provided in 17-7-502, and he is authorized to expend from the general fund, an amount not to exceed $1 million in any one biennium.

History: En. Sec. 2, Ch. 409, L. 1971; R.C.M. 1947, 79-2502; amd. Sec. 1, Ch. 626, L. 1983; amd. Sec. 7, Ch. 703, L. 1985.

Compiler's Comments

1985 Amendment: Substituted present language for "Whenever an emergency or disaster is declared by the governor, he is authorized to expend from the general fund not to exceed $1 million in any one biennium."

1983 Amendment: Increased maximum authorized expenditure from $750,000 to $1 million.

10-3-313. Temporary housing for disaster victims -- site acquisition and preparation. (1) Whenever the governor has declared a state of emergency or state of disaster or the president has declared an emergency or a major disaster to exist in this state, the governor is authorized:

(a) to enter into purchase, lease, or other arrangements with any agency of the United States for temporary housing units to be occupied by emergency or disaster victims and to make such units available to any political subdivision of the state;

(b) to assist any political subdivision of this state which is the locus of temporary housing for emergency or disaster victims to acquire sites necessary for such temporary housing and to do all things required to prepare such site to receive and utilize temporary housing units by:

(i) advancing or lending funds available to the governor from any appropriation made for those purposes by the legislature or from any other source;

(ii) "passing through" funds made available for those purposes by any agency, public or private; or

(iii) becoming a copartner with the political subdivision for the execution and performance of any temporary housing project for emergency or disaster victims;

(c) under such regulations as he shall prescribe, to temporarily suspend or modify for not to exceed 60 days any public health, safety, zoning, or transportation (within or across the state) laws or regulations within this state when by proclamation he declares such suspension or modification essential to provide temporary housing for emergency or disaster victims.

(2) Any political subdivision of this state is expressly authorized to acquire, temporarily or permanently, by purchase, lease, or otherwise, sites required for installation of temporary housing units for emergency or disaster victims and to enter into whatever arrangements, including purchase of temporary housing units and payment of transportation charges, which are necessary to prepare or equip such sites to utilize the housing units.

(3) Nothing contained in parts 1 through 4 of this chapter shall be construed to limit the governor's authority to apply for, administer, and expend any grants, gifts, or payments in aid of emergency or disaster prevention, preparedness, response or recovery.

History: En. 77-2312 by Sec. 16, Ch. 335, L. 1977; R.C.M. 1947, 77-2312.

10-3-314. Community disaster loans. Whenever, at the request of the governor, the president has declared a major disaster to exist in this state, the governor is authorized:

(1) upon his determination that a political subdivision of the state will suffer a substantial loss of tax and other revenues from an emergency or disaster and has demonstrated a need for financial assistance to perform its governmental functions, to apply to the federal government, on behalf of the political subdivision, for a loan. The proceeds are statutorily appropriated, as provided in 17-7-502, to the governor, who may receive and disburse the proceeds of any approved loan to any applicant political subdivision.

(2) to determine the amount needed by any applicant political subdivision to restore or resume its governmental functions and to certify the same to the federal government. However, no application amount may exceed 25 percent of the annual operating budget of the applicant for the fiscal year in which the emergency or disaster occurs.

(3) to recommend to the federal government, based upon his review, the cancellation of all or any part of repayment when, in the first 3 full fiscal years following the emergency or disaster, the revenues of the political subdivision are insufficient to meet its operating expenses, including additional emergency- or disaster-related expenses of a political subdivision operation character.

History: En. 77-2313 by Sec. 17, Ch. 335, L. 1977; R.C.M. 1947, 77-2313; amd. Sec. 8, Ch. 703, L. 1985.

Compiler's Comments

1985 Amendment: Substituted last sentence of (1) for "and to receive and disburse the proceeds of any approved loan to any applicant political subdivision."

10-3-315. Debris and wreckage removal in emergencies or disasters. (1) Whenever the governor has declared a state of emergency or state of disaster to exist under the laws of this state or the president, at the request of the governor, has declared a major disaster or emergency to exist in this state, the governor is authorized:

(a) notwithstanding any other provision of law, through the use of state departments or agencies or the use of any of the state's instrumentalities, to clear or remove from publicly or privately owned land or water debris and wreckage which may threaten public health or safety or public or private property in any state of emergency or state of disaster declared by the governor or major disaster as declared by the president;

(b) to accept funds from the federal government and utilize such funds to make grants to any political subdivision for the purpose of removing debris or wreckage from publicly or privately owned land or water.

(2) (a) Authority under this section shall not be exercised unless the affected political subdivision, corporation, organization, or individual shall first present an unconditional authorization for removal of such debris or wreckage from public and private property and, in the case of removal of debris or wreckage from private property, shall first agree to indemnify the state government against any claim arising from such removal.

(b) Whenever the governor provides for clearance of debris or wreckage pursuant to subsection (1) (a) or (1) (b), employees of the designated state agencies or individuals appointed by the state are authorized to enter upon private land or waters and perform any tasks necessary to the removal or clearance operation.

History: En. 77-2314 by Sec. 18, Ch. 335, L. 1977; R.C.M. 1947, 77-2314.

Cross-References

Liability of governmental entities generally, Title 2, ch. 9.

Attorney's fees for militia members, 10-1-601.

Part 4

Local and Interjurisdictional Planning and execution

10-3-401. Local and interjurisdictional disaster and emergency plan -- distribution. (1) Each political subdivision eligible to receive funds under this chapter shall prepare a local or interjurisdictional disaster and emergency plan and program covering the area for which that political subdivision is responsible. This plan shall be in accordance with and in support of the state disaster and emergency plan and program.

(2) The political subdivision shall prepare and distribute on behalf of the principal executive officers, in written form, a clear and complete statement of:

(a) the emergency responsibilities of all local agencies, if any, and officials;

(b) the disaster and emergency chain of command;

(c) local evacuation authority and responsibility; and

(d) local authority and responsibility for control of ingress and egress to and from an emergency or disaster area.

History: En. 77-2307.1 by Sec. 8, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.1(5), (6); amd. Sec. 9, Ch. 430, L. 1983.

Compiler's Comments

1987 Amendment: Inserted (2) (c) and (2) (d).

1983 Amendment: At beginning of (1), substituted "Each political subdivision eligible to receive funds under this chapter shall prepare a local" for "Each local and interjurisdictional agency shall prepare and keep current a local"; near end of (1) substituted "political subdivision" for "agency"; at beginning of (2) substituted "The political subdivision" for "The local or interjurisdictional agency"; and in (2) (a) inserted "if any" after "the emergency responsibilities of all local agencies."

Cross-References

Local and interjurisdictional emergency and disaster agencies and services, 10-3-201.

Mutual aid and cooperation, 10-3-202.

State disaster and emergency plan, 10-3-301.

10-3-402. Local emergency -- declaration and termination. (1) A local emergency proclamation or disaster declaration may be issued only by the principal executive officer of a political subdivision.

(2) An emergency proclamation may be issued by order or resolution whenever the principal executive officer determines there is an emergency.

(3) An emergency proclamation may not continue for longer than 10 days except by consent of the governing body of a political subdivision.

(4) An emergency proclamation may terminate with a disaster declaration or when the principal executive officer determines that the emergency no longer exists.

History: En. 77-2307.2 by Sec. 9, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.2(1), (2).

Cross-References

Adoption of emergency resolution by County Commissioners, 7-6-2341, 7-6-2342.

Adoption of emergency resolution by City Council or Commission, 7-6-4251, 7-6-4252.

Adoption of emergency resolution by school district trustees, 20-9-163.

10-3-403. Local disaster -- declaration and termination. (1) A disaster declaration may be issued by order or resolution whenever the principal executive officer determines a disaster is occurring or has occurred.

(2) A disaster declaration may not continue for longer than 30 days except by consent of the governing body of the political subdivision.

(3) A disaster declaration may be terminated when the principal executive officer determines that the disaster conditions no longer exist.

History: En. 77-2307.2 by Sec. 9, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.2(3).

10-3-404. Contents of order -- effect. (1) An order or resolution declaring or terminating a state of emergency or disaster shall indicate the nature of the emergency or disaster, the area threatened, and the conditions which have brought about the proclamation or declaration or which make possible termination of the state of emergency or disaster. Such order or resolution shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and shall be filed promptly with the division and the agency charged with recording the official records of the political subdivision.

(2) The effect of an emergency proclamation or a disaster declaration is to activate applicable parts of the local or interjurisdictional disaster and emergency plan and program and to authorize the furnishing of aid and assistance in accordance with such plans and programs.

History: En. 77-2307.2 by Sec. 9, Ch. 335, L. 1977; R.C.M. 1947, 77-2307.2(4), (5); amd. Sec. 10, Ch. 430, L. 1983.

Compiler's Comments

1983 Amendment: Near end of (1), deleted , "the local or interjurisdictional agency," after "and shall be filed promptly with the division."

10-3-405. Levying emergency tax -- disposition of surplus. (1) The governing body of the city or town or the governing body of the county, or both, shall estimate expenditures and levy an emergency millage to cover the expenditures. The millage levied by the governing body of the city or town shall not exceed 2 mils on the municipality's taxable valuation. The millage levied by the governing body of the county shall not exceed 2 mils on the taxable valuation of the county outside the municipalities.

(2) No expenditure of revenue received from the millage shall be made without approval of the appropriate levying body.

(3) An additional levy or levies may be made by the appropriate levying body, providing that the sum of the levies for emergencies as set forth in this section shall not exceed 2 mils in any one year.

(4) All levies under this section may be passed only by a unanimous vote of the appropriate body.

(5) Funds levied for an emergency and remaining when no further expenditures are necessary shall remain in a separate emergency fund and shall be used only for expenditures arising from future emergencies.

History: (1) thru (4) En. Sec. 5, Ch. 97, L. 1967; Sec. 11-4305, R.C.M. 1947; (5) En. Sec. 6, Ch. 97, L. 1967; Sec. 11-4306, R.C.M. 1947; R.C.M. 1947, 11-4305 (1) thru (4), 11-4306; amd. Sec. 2, Ch. 216, L. 1981.

Compiler's Comments

1981 Amendment: Substituted "governing body of the "throughout (1) for specific references to "city council" and "board of county commissioners"; and made minor changes in phraseology.

Cross-References

Procedure to make emergency expenditures by Board of County Commissioners, 7-6-2341 through 7-6-2345.

Procedure to make emergency expenditures by City Commission or Council, 7-6-4251 through 7-6-4255.

Authority of County Commissioners to transfer funds for emergency relief, 7-31-2101.

Emergency or disaster expenditures authorized by Governor, 10-3-311.

Procedure to make emergency expenditures by school district trustees, 20-9-161 through 20-9-167.

10-3-406. Authority of Principal executive officer. The Principal executive officer shall:

(1) direct and compel the evacuation of all or part of the population from an emergency or disaster area within that political subdivision when necessary for the preservation of life or other disaster mitigation, response, or recovery; and

(2) control the ingress and egress to and from an emergency or disaster area, the movement of persons within the area, and the occupancy of premises therein.

Part 5

Emergency Resource Management

10-3-501. Policy of state. (1) The legislature recognizes that an attach upon the United State is a possibility; that such attack might be of unprecedented size and destructiveness; that a considerable period of time may elapse after an attack before federal operational control over the management of resources can be instituted; and that federal planning and activities with respect to post-attack recovery and rehabilitation necessarily are predicted on the ability of the states and their political subdivisions to prepare for and respond promptly to the problems created by an attack. Therefore, it is hereby found and declared to be necessary to confer upon the governor and upon the executive heads of governing bodies of political subdivisions of this state the emergency powers provided for in this part.

(2) It is further declared to be the purpose of this part and the policy of this state that all resource management functions of this state be coordinated to the maximum extent with the comparable functions of the federal government, of other states and localities, and of private agencies to the end that the most effective preparation and use may be made of available manpower, resources, and facilities in an emergency.

History: En. Sec. 2, Ch. 297, L. 1967; Sec. 77-1502, R.C.M. 1947; amd. and redes. 77-2401 by Sec. 19, Ch. 94, L. 1974; R.C.M. 1947, 77-2401.

10-3-502. Definitions. Unless the context requires otherwise, in this part the following definitions apply:

(1) "Emergency resources management plan" means that plan prepared by the department of military affairs approved by the federal office of emergency planning, and adopted by the governor, which sets forth the organization, administration, and functions for the emergency management by the state government of essential resources and economic stabilization within the state.

(2) "Enemy attack" means an actual attack by a foreign nation by hostile air raids or other forms of warfare upon this state or any other state or territory of the United States.

(3) "Political subdivision" means any county, city, town, or township of the state.

History: En. Sec. 3, Ch. 297, L. 1967; Sec. 77-1503, R.C.M. 1947; amd. and redes. 77-2402 by Sec. 20, Ch. 94, L. 1974; R.C.M. 1947, 77-2402(part).

10-3-503. Governor's powers and duties. (1) The governor has general direction and control of the emergency resources management within this state and all officers, boards, agencies, individuals, or groups established under the emergency resource management plan.

(2) In performing his duties under this part, the governor may cooperate with the federal government, with other states, and with private agencies in all matters pertaining to the emergency management of resources.

(3) In performing his duties under this part and to effect its policies and purpose, the governor may make, amend, and rescind the necessary orders and rules to carry out this part within the limits of authority conferred upon him, with due consideration of the emergency resources management plans of the federal government.

History: En. Sec. 5, Ch. 297, L. 1967; Sec. 77-1505, R.C.M. 1947; amd. and redes. 77-2403 by Sec. 21, Ch. 94, L. 1974; R.C.M. 1947, 77-2403.

Cross-References

Governor as commander-in-chief of militia, Art. VI, sec. 13, Mont. Const.

Call of forces when authorized, Art. VI, sec. 13, Mont. Const.

Authority of Governor to proclaim martial rule, 10-1-106.

Extension of enlistments by Governor, 10-1-303.

Governor as commander-in-chief during emergencies, 10-3-305.

Governor's emergency powers and duties generally, 10-3-503.

Governor's proclamation of emergency, 10-3-505.

10-3-504. Emergency resource management plan. The plan shall provide an emergency organization and emergency administrative policies and procedures for the conservation, allocation, distribution, and use of essential resources available to the state following a civil defense emergency such as an attack upon the United States. It shall be supplemental to the national plan for emergency preparedness adopted by the president of the United States and shall become operative upon the establishment of a civil defense emergency. To the extent that the federal government is either incapable of or not prepared to conduct its emergency resources management program, the state plan will substitute for and replace the federal program until such time as the federal program becomes effective in the state.

History: En. Sec. 3, Ch. 297, L. 1967; Sec. 77-1503, R.C.M. 1947; amd. and redes. 77-2402 by Sec. 20, Ch. 94, L. 1974; R.C.M. 1947, 77-2402(part).

Cross-References

State disaster and emergency plan, 10-3-301.

10-3-505. Proclamation of emergency -- effect and termination. (1) Following an attack, the governor, if he finds such action necessary to deal with the danger to the public safety caused thereby or to aid in the post-attack recovery or rehabilitation of the United States or any part thereof, shall declare by proclamation the existence of a post-attack recovery and rehabilitation emergency. Any such proclamation shall be ineffectual unless the legislature is then in session or the governor simultaneously issues an order convening the legislature in special session with 45 days.

(2) During the period when the proclamation issued under subsection (1) of this section is in force or during the continuance of any emergency declared by the president of the United States or the congress calling for post-attack recovery and rehabilitation activities, subject to the limitations set forth in this part and in a manner consistent with any rules or orders and policy guidance issued by the federal government, the governor may issue, amend, and enforce rules and orders to:

(a) control, restrict, and regulate by rationing, freezing, use of quotas, prohibitions on shipments, price fixing, allocation, or other means, the use, sale, or distribution of food, feed, fuel, clothing and other commodities, materials, goods, or services;

(b) prescribe and direct activities in connection with but not limited to use, conservation, salvage, and prevention of waste of materials, services, and facilities, including production, transportation, power, and communication facilities, training and supply of labor, utilization of industrial plants, health and medical care, nutrition, housing, including the use of existing and private facilities, rehabilitation, education, welfare, child care, recreation consumer protection, and other essential civil needs; and

(c) take such other action as may be necessary for the management of resources following an attack.

(3) All rules and orders issued under authority conferred by this part have the effect of law during the continuance of a proclamation or declaration of emergency as contemplated by this section when a copy of the rule or order is filed in the office of the secretary of state or, if issued by a local or area official, when filed in the office or offices of the county clerk and recorder. If, by reason of destruction or disruption attendant upon or resulting from attack, the filing requirements of this subsection cannot be met, public notice by such means as may be available shall be considered a complete and sufficient substitute. All existing laws, ordinances, rules, and orders inconsistent with the provisions of this part or any rule or order issued under the authority thereof shall be inoperative during the period of time and to the extent such inconsistency exists.

(4) Any authority exercised under a proclamation of emergency contemplated by this section may be exercised with respect to the entire territory over which the governor or other official, as the case may be, has jurisdiction or to any specified part thereof.

(5) The governor's power and authority to issue a proclamation following an attack shall be terminated by the passage of a joint resolution of the legislature or by declaration of the termination of the emergency by the president or by the congress, however, the proclamation shall terminate automatically 6 months after issuance and a similar proclamation may not be issued unless concurrence is given thereto by a joint resolution of the legislature.

History: En. Sec. 6, Ch. 297, L. 1967; Sec. 77-1506, R.C.M. 1947; amd. and redes. 77-2404 by Sec. 22, Ch. 94, L. 1974; amd. Sec. 14, Ch. 49, L. 1977; R.C.M. 1947, 77-2404.

Cross-References

Declaration of emergency, 10-3-302.

Declaration of disaster, 10-3-303.

Debris and wreckage removal in emergencies or disasters, 10-3-315.

Part inoperative upon convening of Legislature, 10-3-609.

10-3-506. Judicial inquiry of proclamation. Every proclamation and the facts related in the proclamation issued under this pat are subject to judicial inquiry by the state supreme court as to the existence of the facts underlying the issuance of the proclamation and whether the action was reasonable under the circumstances.

History: En. Sec. 7, Ch. 297, L. 1967; Sec. 77-1507, R.C.M. 1947; amd. and redes. 77-2405 by Sec. 23, Ch. 94, L. 1974; R.C.M. 1947, 77-2405.

Cross-References

Jurisdiction of Supreme Court, Art. VII, sec. 2, Mont. Const.

Original jurisdiction of Supreme Court, 3-2-202.

10-3-507. Penalty for violation of rules. A person violating any of the rules or orders adopted and promulgated under 10-3-505 shall upon conviction be subject to a find not to exceed $10,000 or to a term of imprisonment not to exceed 5 years, or both.

History: En. Sec. 8, Ch. 297, L. 1967, Sec. 77-1508, R.C.M. 1947; amd. and redes. 77-2406 by Sec. 24, Ch. 94, L. 1974; R.C.M. 1947, 77-2406

Part 6

Continuity of Government

Part Cross-References
Continuity in government, Art. III, sec. 2, Mont. Const.

10-3-601. Citation of part. This part may be cited as "The Continuity in Government Act."

History: En. Sec. 1, Ch. 268, L. 1967; amd. Sec. 46, Ch. 100, L. 1973; R.C.M. 1947, 82-3801; amd. Sec. 11, Ch. 430, L. 1983.

Compiler's Comments
1983 Amendment: Deleted "Post-Enemy Attack" before "Continuity in Government Act."

10-3-602. Filling vacancy in governorship. Following an enemy attack, the line of succession to the office of governor shall be extended as provided in Title 2, chapter 16, part 5.

History: En. Sec. 2, Ch. 268, L. 1967; amd. Sec. 47, Ch. 100, L. 1973; R.C.M. 1947, 82-3802; amd. Sec. 6, Ch. 142, L. 1979.

Cross-References
Officers of the Senate and House of Representatives, 5-2-221.

10-3-603. Filling vacancy in boards of county commissioners. In case of a vacancy on any board of county commissioners occurring during or following an enemy attack, if the judge or judges of the judicial district in which the vacancy occurs be not available to make the appointment then the district judges of all other judicial districts shall be authorized to make such appointment. Provided, however, that of the available judges in the state of Montana that judge who holds court in the county seat closest to the county seat where the vacancy occurs shall be responsible for making the appointment to fill the vacancy.

History: En. Sec. 3, Ch. 268, L. 1967; amd. Sec. 48, Ch. 100, L. 1973; R.C.M. 1947, 82-3803.

Cross-References
Filling vacancies created by other causes, 7-4-2106.

10-3-604. Filling vacancy in city or town governing bodies. In the event that no members of a city or town council or commission are available following an enemy attack then the board of county commissioners of the county in which such city or town is located shall appoint successors to act in place of the unavailable members.

History: En. Sec. 4, Ch. 268, L. 1967; R.C.M. 1947, 82-3804.

Cross-References
Filling vacancies created by other causes, 7-4-4112.

10-3-605. Filling vacancy for city or town executive. In the event that the executive head of any city or town is unavailable following an enemy attack to exercise the powers and discharge the duties of his office, then those members of the city or town council or commission available shall, by majority vote, choose a successor to act as the executive head of such city or town.

History: En. Sec. 5, Ch. 268, L. 1967; R.C.M. 1947, 82-3805.

Cross-References
Filling of vacancy created by other causes, 7-4-4112.

10-3-606. Quorum requirements. If, following an enemy attack, the legislature or any state or local government council, board, or commission is unable to assemble a quorum as defined by the constitution of Montana or by statute, then those legislators or members of the council, board, or commission available for duty shall constitute the legislature, board, or commission and quorum requirements shall be suspended. Where the affirmative vote of a specified proportion of members for the approval of any action would otherwise be required, the same proportion of those voting thereon shall be sufficient.

History: En. Sec. 6, Ch. 268, L. 1967; R.C.M. 1947, 82-3806.

Cross-References
Quorum of Legislature, Art. V, sec. 10, Mont. Const.
Quorum of City or Town Council, 7-5-4121.
Quorum of school district trustees, 20-3-322.

10-3-607. Relocating seat of state government. If the seat of state government at Helena is rendered unsuitable for use in that capacity, the seat of state government may be moved to an alternate location within the boundaries of the state of Montana by proclamation of the governor. He shall consider other Montana cities in order of their population in the last federal census,

giving consideration to available communications, office space, and such other factors as may seem to him pertinent. Such move of the seat of government shall be effective until it is again moved by proclamation of the governor or action by the legislature.

History: En. Sec. 7, Ch. 268, L. 1967; R.C.M. 1947, 82-3807; amd. Sec. 12, Ch. 430, L. 1983.

Compiler's Comments

1983 Amendment: At beginning, deleted "Following an enemy attack in which" and inserted "If"; near beginning substituted "is rendered unsuitable" for "has been rendered unsuitable."

Cross-References

Continuity in government, Art. III, sec. 2, Mont. Const.

Change of venue of District Court in emergency, 3-5-405.

Proclamation of emergency -- effect and termination 10-3-505.

10-3-608. Relocating seat of local government. Following an enemy attack in which the seat of local government of any political subdivision of the state shall have been rendered unsuitable for use in that capacity, in the opinion of the governing body of that political subdivision, such seat of government may be moved by said governing body to such other location as it deems most suitable.

History: En. Sec. 8, Ch. 268, L. 1967; R.C.M. 1947, 82-3808.

Cross-References

Change of venue of District Court in emergency, 3-5-405.

Proclamation of emergency -- effect and termination, 10-3-505.

10-3-609. Part inoperative upon convening of legislature. The provisions of this part shall become inoperative at the time of the convening of the first legislature following the emergency which originally mad such provisions operative.

History: En. Sec. 9, Ch. 268, L. 1967; R.C.M. 1947, 82-3809.

Cross-References

Proclamation of emergency -- effect and termination, 10-3-505.

M O N T A N A

C O N T I N G E N C Y P L A N

F O R

V O L C A N I C A S H F A L L O U T

(Including Guidance for Preparing Local Plans)

Prepared By:

Disaster & Emergency Services Division
Department of Military Affairs
State of Montana
February, 1985

MONTANA
CONTINGENCY PLAN
FOR
VOLCANIC ASH FALLOUT

I. PURPOSE

To provide a coordinated State government response and to support local government emergency operations in response to volcanic ash fallout.

II. AUTHORITIES

Montana Code Annotated - Title 10, Chapter 3.
Montana Code Annotated - Title 75, Chapter 2.

III. HAZARD

The volcanic ash fallout in Montana from the May 18, 1980, eruption of Mount St. Helens and the threat of more eruptions in the State of Washington has demonstrated a need for emergency contingency planning with respect to volcanic ash fallout. The May 18th eruption has proven that if the high altitude winds are blowing in an easterly direction, Montana can receive considerable amount of volcanic ash from the West Coast. This constitutes a definite threat to the public health and safety of every citizen in the State of Montana.

IV. CONCEPTION OF OPERATION

A. General

In an emergency situation, local government is the first line of response to protect the health, safety and welfare of its constituents. This holds true in a volcanic ash fallout situation. Local government must respond to the situation with all available resources to meet the emergency (see Appendix 1).

State government will provide supplemental assistance to local government in the form of warning, public health concerns, particulate levels, public information, highway closures, etc.

B. Warning

The Montana State Warning Point (Law Enforcement Network Services (LENS) Bureau) will receive from the National Warning Center a NAWAS warning of any significant volcanic activity which may affect the State of Montana. The State

Warning Point will alert the State Disaster and Emergency Services Division (DES) of all warning messages received. DES will in turn notify the Governor's Office and affected State departments (see Appendix 2).

Upon receipt of a warning message, the State Warning Point will disseminate it promptly to local warning points in accordance with the State Warning Point SOP. Upon receipt of a warning message, the local warning point will notify and pass the message to the local DES coordinator and other local government officials as specified in local warning point SOP (See Appendix 2).

C. Direction and Control

The overall direction and control of state emergency operations will be under the authority of the Governor or the Administrator of DES.

If a warning message poses a threat to Montana, the Governor or Administrator of DES will order the activation of the State Emergency Operations Center (EOC) and alert the affected state departments of the activation.

D. Public Information

All public information releases will be made by the Governor or authorized and coordinated through his Public Information Officer.

E. Responsibilities

1. Governor's Office

a. Order the activation of the State EOC when he deems it necessary or on the recommendation of the Administrator of DES.

b. The Governor or the Administrator of DES is responsible for the overall direction and control of State emergency operations.

c. Issue executive orders and proclamations.

d. Suspend the provisions of any regulatory statute, order or rule of any State agency if the strict compliance would in any way prevent, hinder or delay necessary action in coping with the situation.

e. Provide Public Information Officer for compiling and dissemination of all public information releases from the Governor's Office or EOC.

f. The dissemination of the above public information releases will be by one or more of the following:

(1) New releases to all news media.

(2) National Oceanic and Atmospheric Administration (NOAA) Weather Wire.

2. Disaster and Emergency Services Division (DES)

a. Notify affected State departments of warning messages received.

b. Notify affected state departments of Governor's or Administrator of DES' decision to activate the State EOC.

c. Provide staff for support of EOC operations.

d. Coordinate overall activities of the various State agencies involved.

e. Based on recommendations of the Governor's Disaster Advisory Council, prepare a recommendation to the Governor to declare an emergency or disaster.

f. Prepare draft executive orders or proclamations for the Governor.

g. Keep local government informed of all State actions that may affect their jurisdiction (i.e., monitoring activies, particulate levels, highway information and other health related information).

h. The dissemination of the above information to local government will be by one or more of the following:

(1) Montana Law Enforcement Network Services (LENS).

(2) National Warning System (NAWAS).

(3) Telephone.

(4) Radio Amateur Civil Emergency Services (RACES).

(5) Highway Maintenance Radio.

i. Submit periodic situation reports to the Federal Emergency Management Agency (FEMA).

j. Advise the Governor of potential requests for financial assistance from the Governor's Disaster and Emergency Fund and/or the Federal Emergency Management Agency and other appropriate federal agencies.

3. Department of Health and Environmental Sciences

a. Department Director or his designated representative shall represent the department at the State EOC and provide for their own logistical support.

b. Conduct air quality monitoring at fixed and/or mobile monitoring stations, as the situation requires, and provide field air quality readings on a scheduled basis to the department's representative at the State EOC.

c. Conduct water quality monitoring as the situation requires, and provide water quality reports on a scheduled basis to the department's representative at the State EOC.

d. Prepare draft public information releases for review and/or dissemination by the Governor's Public Information Officer.

e. Provide public health related technical assistance to local governments.

4. Department of Highways

a. Department Director or his designated representative shall represent the department at the State EOC and provide their own logistical support.

b. Determine, adopt and disseminate emergency traffic regulations for roads and highways within their jurisdiction.

c. Prepare and release highway reports (i.e., closures, reduced speed limits, etc.) to local government, law enforcement agencies, news media, other need-to-know organizations, and the department's representative at the State EOC.

d. Contact adjacent State and/or Provincial Highway Departments to obtain and provide information on highway conditions for dissemination to interstate travelers and the general public.

5. Department of Justice

a. Department Director or his designated representative shall represent the department at the State EOC and provide their own logistical support.

b. Conduct NAWAS fanout of all warning messages and implement State Warning Point SOP.

c. Distribute hard copy of messges to local government via the LENS system.

d. Implement emergency procedures for control of highway traffic adopted by the Highway Department in affected areas.

e. Provide legal assistance, if requested.

6. Department of Commerce

a. Provide information concerning airports and air transportation (i.e., airport closures, airline schedules, general aviation safety considerations, etc.) to DES, as requested.

b. Provide department representation at the State EOC, if requested.

7. Other State Departments

Respond to requests for technical and administrative assistance as necessary.

V. APPENDICES

Appendix 1 - Guidance for the Development of Local Government Volcanic Ash Fallout Plans.

Appendix 2 - NAWAS Warning.

Distribution:

Governor
State Departments
Local DES Coordinators

GUIDANCE FOR THE DEVELOPMENT OF LOCAL GOVERNMENT VOLCANIC ASH FALLOUT PLANS

Local Government Actions and Responsibilities

Local government officials, both city and county have an inherent responsibility to protect the public health, safety and welfare of their constituents. In volcanic ash fallout situations, local governments must take all actions they deem appropriate to achieve this goal and those actions must be firmly based on local statutory authorities.

Local government plans should provide for notification of local officials when ash particulate levels will and/or have reached a level in their area which poses or threatens to pose a public health and safety hazard. Local officals should consider taking some or all of the following actions:

1. Identify actions which private and public sectors can take voluntarily to promote the health, safety and welfare of the general public.

2. Identify mandatory actions which local government officials will impose in order to promote the public health, safety and welfare; and identify the section(s) of the State and local law on which the mandatory actions are based.

3. Determine which services or activities are considered essential and under what conditions or restrictions they should be allowed to continue during each of the levels defined in this plan.

4. Adopt through ordinance or resolution, emergency regulations or restrictions to implement voluntary or mandatory actions.

5. Publicize information on why, when and how voluntary and mandatory restrictions will be implemented, modified, suspended or terminated.

6. Implement and enforce voluntary and mandatory restrictions or regulations.

I. Planning Guidance

As the protection of its citizens will remain under the jurisdictional authority and responsibility of the local government executives, the following are actions which should be considered in the local planning effort.

A. Have adequate procedures for keeping the public informed during all phases of the crisis.

B. Identify legal authorities to insure elected officials have sufficient legal basis to manage the crisis.

C. Identify procedures on how to manage all levels, but particularly the emergency level of the crisis, such as:

1. Voluntary or mandatory closures of schools, government and public buildings, meetings, etc.

2. Closures of streets and roads for all vehicular traffic except for emergency traffic. Procedures must be established to enforce closures and to identify emergency traffic.

3. Encourage all citizens to wear proper protective equipment if they must be outside.

4. Determine which businesses and industries (or portions thereof) are essential and will be permitted to continue in operation. Be prepared to request voluntary closures and to require mandatory closures where appropriate. Develop procedures to enforce mandatory closures. The plan also needs the flexibility for change depending on the local situation.

5. Before a crisis, encourage citizens to take the actions listed under "How To Be Prepared For An Ashfall" on the attached brochure.

6. Consider any other procedures which could insure the health and welfare of the citizens.

D. Set up procedures for ash cleanup.

E. Set up procedures for deactivation of operations.

II. Alert Level

When advised that the ash particulate level exceeds 375 micrograms per cubic meter, the following local government actions are recommended and should be planned for:

A. Recommend that citizens take appropriate actions outlined under "What To Do During An Ashfall" on the attached brochure.

B. To reduce ash movement and particulate levels, additional suggestions might include discouraging open burning and other activities which would add particulate to the atmosphere.

III. Warning Level

When advised that the ash particulate level exceeds 625 micrograms per cubic meter, the following local government actions are recommended and should be planned for:

A. Encourage and disseminate the appropriate actions identified in attached brochure under "What To Do During Ashfall," paying particular attention to the elderly and others with respiratory problems.

B. Increase emphasis and publicity on those actions which will limit vehicular movement and will reduce particulates in the atmosphere.

C. Commence local government plans and procedures which will be implemented if and when the particulate level reaches the emergency level.

D. Be prepared to revert to the alert level when the situation warrants.

IV. Emergency Level

When advised that the ash particulate level exceeds 875 micrograms per cubic meter, the following local government actions are recommended and should be planned for:

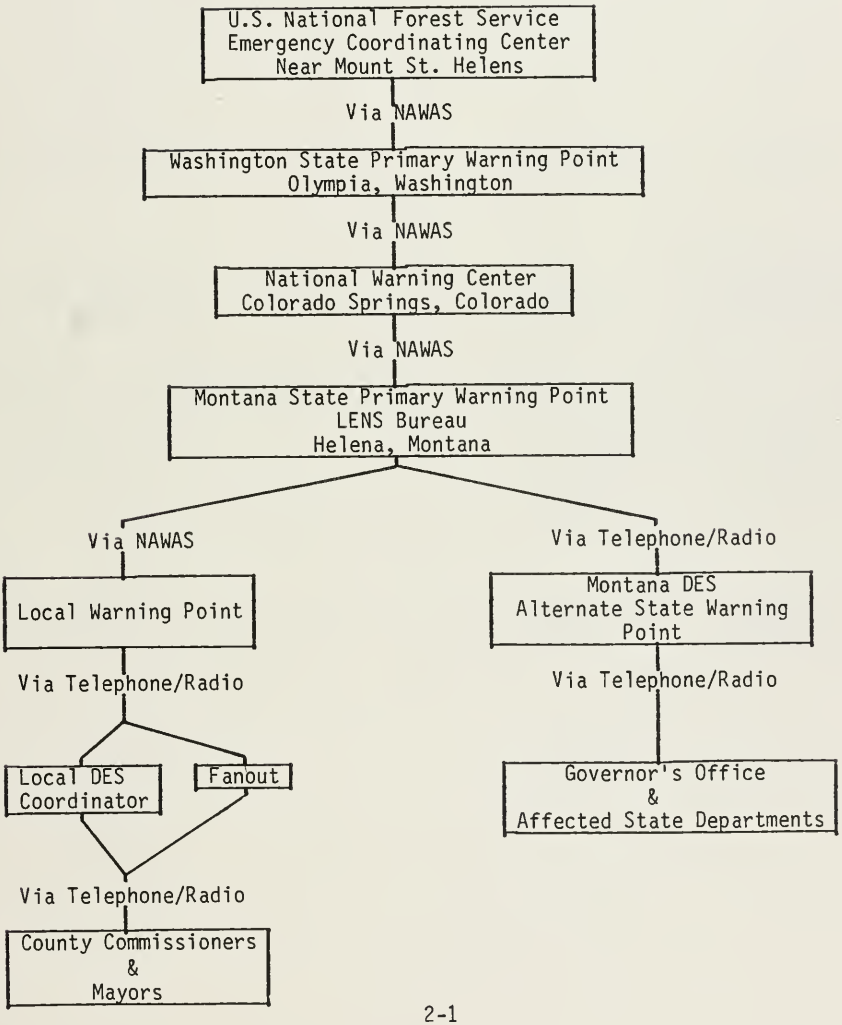
A. Activate the Emergency Operations Center (EOC) and implement the Local Government Emergency Ash Plan.

B. Be prepared to make necessary modifications as the situation warrants.

C. Be prepared to revert to the warning level when the situation warrants.

MONTANA CONTINGENCY PLAN
FOR
VOLCANIC ASH FALLOUT

NAWAS WARNING



MONTANA CONTINGENCY PLAN

FOR

VOLCANIC ASH FALLOUT

Appendix 3

STATE CALL LIST

	Office	Home
Disaster & Emergency Services Division		
George M. DeWolf	444-6911	442-2839
George "Chris" Christensen	444-6911	442-1229
Governor's Office		
Terry Cohea	444-3111	442-5289
Gene Huntington	444-3111	442-9362
Department of Health & Environmental Sciences		
Drew Dawson	444-3895	933-8332 (S.O. Boulder)
Don Willems	444-3946	442-9722
Dick Pedersen	444-2406	475-3467
Department of Highways		
Don Gruel	444-6158	442-0038
George Swartz	444-6159	458-6215
Department of Justice		
Larry Majerus	444-4536	443-7952
LTC Robert Griffith	444-3000	458-5208
Department of Commerce		
Mike Ferguson	444-2506	442-5229

What is volcanic ash?

Volcanic ash is not "ash" at all. It is pulverized rock. A one-inch layer of dry ash weighs ten pounds per square foot as it lands. It often contains small pieces of light, expanded lava called pumice or cinders.

Fresh volcanic ash may be harsh, acid, gritty, glassy, smelly, and thoroughly unpleasant. Although gases are usually too diluted to constitute danger to a normal person, the combination of acidic gas and ash which may be present within a few miles of the eruption could cause lung damage to small infants, very old and infirm, or those already suffering from severe respiratory illnesses.

- ***A heavy ashfall blots out light.*** Sudden heavy demand for electric light may cause power supplies to "brown out" or fail.
- ***Ash clogs water courses, reservoirs, sewers, sewage plants and machinery of all kinds.***
- ***Ash drifts onto roadways, railways, and runways like snow,*** but resembles soft wet sand.
- ***Fine ash may be slippery.***
- ***The weight of ash may cause roofs to collapse.***

What to do if Volcanic Ash is Falling

- Don't panic, stay calm.
- Stay indoors.
- If outside: seek shelter (e.g., car, building); use mask — or a handkerchief/cloth (dampened cloth most effective).
- If at work, go home if possible, before ash begins to fall. If ash is already falling, stay indoors at work if possible, until the heavy ash is settled.
- Go directly home, do not run errands.
- Unless an emergency, do not use the telephone.
- Use your radio for information on the ashfall.

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Region X
Federal Regional Center
Bothell, WA 98011

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HOW TO PREPARE FOR
AND WHAT TO DO DURING A

VOLCANIC ASHFALL

- *What Volcanic Ash is*
  - *What to do when Ash is Falling*
    - *How To Be Prepared for an Ashfall*
      - *Tips for Protection of your Children, your Home, your Pets and Animals, your Automobile.*

How to be Prepared for an Ashfall

Whether in a car, at home, at work, or play you should always be prepared. Based on past Mount St. Helens volcanic activity, intermittent ashfalls may continue over several years.

Your Home

- Extra face masks. Check your local emergency services office for the nearest source.
- Food stored for two weeks.
- Water (one quart per day per person) in clean plastic containers.
- Medicines.
- First aid kit.
- Battery operated radio with extra batteries.**
- Candles, lanterns, or flashlight with extra batteries.**
- Extra wood, if you have a fireplace or wood stove.
- Extra blankets.
- Extra vacuum cleaner filters and cleaning supplies.

**Ash may interrupt telephone, T.V. and electricity.

Your Auto

Any vehicle can be considered a movable, second home. Always carry a few items in case of delays, emergencies, or mechanical failures.

- Face masks (should be coded "TC-21C").
- Blankets.
- Fire extinguisher.
- Extra clothing.
- Emergency food ration.
- First aid kit.
- Flashlight (extra batteries).
- Basic tool kit.
- Portable radio (extra batteries).
- Water.
- Shovel, axe.
- Road map.
- Matches, candle.
- Emergency flares.
- Waterproof tarp.
- Heavy rope or tow cable.
- Survival manual.
- Extra air filter.
- Extra oil filter.
- Extra oil.
- Extra wi[illegible] .d washer water.
- Window wiper blades in good condition.

Your Children

- Have quiet games and activities available.
- Explain what a volcano is and what they should expect.
- Teach children safety procedures if they are caught in an ashfall.
- Consider organizing a community or neighborhood day-care center to relieve economic and other stresses on working parents during ashfall clean-up, and to keep children in a cleaner environment.

Your Pets or Animals

- Extra dry and clean food.

What to do During an Ashfall

Your Home

- Close doors and windows.
- Close dampers
- Place damp towels at door thresholds and other draft sources.
- Do not run exhaust fans or clothes dryers.
- Remove ash from flat or low pitched roofs and from rain gutters to prevent thick accumulation.
- If you are engaged in ash clean-up, logging or farming activities, have your work clothes laundered at work or outside the home.
- If water source is contaminated, use clean stored water in your hot water heater or toilet tank (turn off main water valve). To purify water, use 10 drops of chlorine bleach per gallon of water. Let sit 30 minutes, or purify by boiling for 5 minutes.
- You may eat vegetables from the garden, but wash them off first. The grit is harmless.
- Dust often—using vacuum attachments rather than dust cloths, which may scratch.
- Vacuum furniture, carpets, etc. and try not to wipe as ash will scratch.
- Clothes—brush, shake, and pre-soak. Use detergent, not soap, as soap will gum up.
- Use extra detergent in washer.
- Use full load of water and two rinse cycles. Front loaders are more effective than top loaders.
- Keep refrigerator closed.
- Bagging lawn clippings and mowing lawns when damp will cut down on dust. Blades will dull faster.
- Use battery operated radio to receive information.

Your Auto

- If possible do not drive.
- If you must drive, drive slowly (15 mph). Remember ashfall will decrease visibility. Do not follow the car ahead too closely.
- Use windshield washer and wipers.
- Change air filter.**
- Change oil and oil filter.
  - Every 50 to 100 miles in heavy dust. (Less than 50 feet visibility.)
  - Every 500 to 1,000 miles in light dust. (Up to 200 feet visibility.)
- Do not drive without air filter.
- If car stalls, push it off the road to avoid collisions, and stay with the auto.

**Do not change air filter until you notice a loss of power in your car's engine. A dirty filter is more effective as long as it allows air to reach engine. If you cannot change air filter, clean by blowing air through from the inside out.

Note: Ash is abrasive rock, therefore it will clog engine, damage motor and scratch finish of auto.

Your Children

- Do not attempt to pick your children up at school. Schools will be notified of emergency procedures to take.
- Keep children indoors.
- Minimize exertion to reduce inhaling ash.
- If possible maintain normal routines for children.
- If prolonged ashfall—take children outside as weather conditions permit. (Use protective masks. Some approved masks which may be adjusted to fit children include: 3-M #8710, #6983 and #8550).

Your Pets or Animals

- Keep pets indoors.
- Get clean water to livestock as soon as possible.
- If pets go out, brush or vacuum them before letting them inside. Don't let them get wet or try to wash them.
- Keep extra dry and clean food available.

This brochure was prepared by the Federal Emergency Management Ag[illegible] Region X, Bothell, WA with the assistanc[illegible] Washington State Department of Emergency [illegible]es, Olympia, WA.

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DOCUMENTING DISASTER DAMAGE HANDBOOK

STATE OF MONTANA

DISASTER & EMERGENCY SERVICES DIVISION

SEPTEMBER 1990

TABLE OF CONTENTS

A. GENERAL . . . . . Page 1

B. SPECIFIC . . . . . Page 1

1. Contract Work . . . . . Page 1

2. Force Account Work . . . . . Page 1

a. Files . . . . . Page 2

b. Labor . . . . . Page 2

c. Equipment . . . . . Page 3

d. Materials and Supplies . . . . . Page 4

C. GENERAL DOCUMENTATION REQUIREMENTS . . . . . Page 4

EXHIBITS

1. Instructions for Preparing the Payroll Record . . . . . Page 6

2. Instructions for Completing the Force Account Record . . . . . Page 8

3. Instructions for Completing the Rental Equipment Record . . . . . Page 10

4. Instructions for Completing the Materials Record . . . . . Page 12

5. Instructions for Preparing the Summary of Documentation . . . . . Page 14

DOCUMENTING DISASTER DAMAGE

A. GENERAL

Following a major disaster, federal funding may be available to help local governments and eligible private nonprofit organizations repair or replace damaged facilities. Since federal payments are based on final inspections and audits, proper documentation of costs is an ***absolute requirement***. It is not enough just to complete the disaster work; that work must be fully and accurately documented. Without complete and accurate documentation, an applicant may not receive all funding for which it might be eligible.

B. SPECIFIC

When you receive your approved project application, set up a separate file folder for each approved Damage Survey Report (DSR). Place each DSR in its own folder. Each folder will then hold a separate item of work that is to be done. Each of these items of work must have supporting documents to verify your claim.

Basically, there are two ways to complete items of work: one is by contract, and the other is by force account (using your own personnel, equipment, and materials). The proper documentation in each case is described below.

1. Contract Work

You must have a copy of the contract and all invoices for each DSR. In addition, you must show on each invoice the date and amount paid and the check number. You must also keep a copy of the contract advertisement, a list of bidders, and proof that you gave the work to the low bid contractor. If you do not accept the low bid (there can be some acceptable reasons for not taking the low bid), indicate why and place this statement in the DSR folder. You may then give the contract to the next lowest bidder who is able to meet the terms of the contract. If the contract is more than the DSR amount, notify the Governor's Authorized Representative. ***CAUTION: FEMA will not approve cost-plus-percentage-of-cost contracts or any contract where payment for work is contingent upon federal reimbursement.*** Any work done by either type of contract will be ineligible and no federal funds will be paid for it.

2. Force Account Work

Immediately after the disaster, you should appoint someone to start keeping a record of repair costs. This person should have been designated in advance. In addition, the person picked should attend the applicant briefing that state and federal officials will conduct.

If you hire temporary workers or extra help to complete items of work (frequently done on emergency work such as debris removal), you must put them on your payroll and identify the job, wages, and period of employment.

If you use someone else's resources (personnel or equipment), you must document their use exactly as you would document your own. In addition, an invoice is required to show that you have paid for the use of those resources. This invoice must show the date and amount paid and the check number as well as the services or materials for which you are paying.

The documentation needed to support a claim for force account work and how to organize it are outlined below.

a. Files

You may not receive approved DSRs until several weeks after the disaster. In the meantime, emergency work must be started. The problem is how to keep a separate record of costs for each DSR when you don't know what each DSR will cover.

One way is to establish, immediately after the disaster, a separate folder for each emergency work project that you must accomplish before you receive approved DSRs. For example, if you have damage on three streets that must be repaired right away, set up a separate folder for each street, not one folder for all streets. If you have building repairs which must by made (such as repairing roofs to prevent further rain damage), set up a folder for each building.

When you receive your approved DSRs, a permanent folder can be established for each item of work. All expenditures for wages, supplies, and equipment for each DSR must have supporting documentation in the DSR folder.

b. Labor

Employees must be on your payroll in order for you to be reimbursed for their work on disaster projects. The payroll must show the pay period, employee name, job classification, number of hours worked each day, total hours worked for the pay period, rate of pay (regular and overtime), total earnings, and paycheck number.

Your records must also show which DSR the employee worked on each day and each hour if he or she worked on more than one DSR in a single day. You must document your claims for each DSR *individually*.

Your time records must show how much time the employee worked on the DSR and how much time (if any) was spent on his regular job. Overtime must be shown on the payroll as being disaster-related. Overtime pay must be in accordance with policies in use

before the disaster. That means you can't pay overtime for disaster work if you didn't pay overtime for extra hours prior to the disaster.

You must set up procedures so you will know each day who worked on what disaster-related job, for how long, and what he or she did. Payroll Record Sheets are needed for this purpose (see Exhibit 1). These should be used by the supervisor of each work crew, and turned into your designated recordkeeper.

If an employee worked on two or more DSRs in the same day, the supervisor should turn in a separate report for each DSR. You should file these reports in the proper DSR folder.

You can't be paid for volunteer labor. If you don't pay for labor, FEMA won't pay you for it. However, you must keep a record of volunteer labor if you are claiming your equipment hours used by them.

c. Equipment

You must document equipment--your own and rented--used on each job. Specifically, your documentation must show the type and description, date used, number of hours used each day, total hours used, rate per hour, and total cost for each piece of equipment. **Equipment not in actual use is considered standby and is not eligible for reimbursement.** You should use the Force Account Equipment Record (see Exhibit 2) or the Rental Equipment Record to document equipment used on each job (see Exhibit 3). Place these forms in each DSR folder immediately upon starting work.

Operator costs associated with the use of equipment should be reported separately as part of labor costs on the Payroll Record Sheet.

If the equipment is rented, you must also show the date and amount paid and check number. Repair costs for rental equipment are not reimbursable.

Rates claimed for your equipment should correspond to those approved on FEMA's "Schedule of Equipment Rates". You can get a copy of these rates from the Governor's Authorized Representative. When you receive the schedule, you should make a list of all of your equipment and note its size. This will enable you to determine the correct rate to charge. If your government has an established rate schedule, that may be used in lieu of FEMA's. If you use a piece of equipment which is not listed on a Rate Schedule, FEMA will determine an applicable rate. You must provide the make, model number, and any other information which may help in establishing a rate.

d. Materials and Supplies

You must document materials and supplies--purchased or taken from stock--which you use on each job (DSR). Specifically, your documentation must show the unit price, quantity, total cost, description, date purchased, date used, job site, date paid for, amount paid, and check number. For this purpose you will need a Materials Record Sheet (see Exhibit 4). Each time any materials are used on the job, record the information on this form.

Claims for materials taken from stock must be supported by either the original purchase invoice or invoice for replacement materials. Materials invoices and checks showing payment should be placed in each DSR folder. Establish a separate file of vendor invoices for materials that are being used on DSR work. This will help you find the information you need to complete the Materials Record Sheet.

C. GENERAL DOCUMENTATION REQUIREMENTS

Be sure that the dates used on all documentation are within the allowable time period. This period is from the date of the disaster to the completion date of the work as shown in the Project Application. You must also be careful that dates on your supporting documentation agree with the DSR and final inspection. In other words, if 50 percent of the work was completed (as shown on the DSR) when the DSR was written, 50 percent of the costs must be shown between the date of the disaster and the date the DSR was prepared. The other 50 percent must be between the DSR date and the completion date shown on the final inspection report.

After the work has been finished and paid for, you must prepare a summary of Documentation for each DSR. Instructions on how to prepare the Summary of Documentation and an example are in Exhibit 5.

DSRs will show a total amount recommended for each job; however, do not restrict your supporting documentation to these amounts. Small overruns, if justified and supported, will probably be approved during final inspection. Large overruns (exceeding 10 percent) should be reported to the Governor's Authorized Representative as soon as you know about them so that a new DSR can be negotiated with FEMA. This step is critical. If a large overrun is not approved, you may not be reimbursed for that amount.

FEMA will pay only for repairs included in the DSR scope of work. If you decide to change the scope of work, you must get FEMA approval. You should immediately inform the GAR of your proposed changes so that a request to FEMA can be made. This notifies FEMA that the scope of work is being changed and requests FEMA acceptance of the change.

REMEMBER, REIMBURSEMENT IS TIED TO DOCUMENTATION

KEEP GOOD RECORDS!!

The following exhibits document some of the more common disaster-related expenses. The exhibits do not cover every cost which you may incur. If you have any questions about documenting your disaster claim, contact the Governor's Authorized Representative at 1-800-426-9440.

EXHIBIT 1
INSTRUCTIONS FOR PREPARING THE PAYROLL RECORD

1. **FEMA Declaration No.:** Enter the number assigned to this disaster, such as FEMA-720-DR-MT.

2. **Project Application No.:** Enter the applicant's number assigned on the project application (P.A.). For example 035-00000.

3. **Work Category:** Enter the category of work as indicated on the DSR: A, B, C, D, E, F, or G.

4. **DSR No.:** Enter the appropriate DSR number, such as 99991.

5. **Location:** Enter the name of the work site. If the site is located on a road with no reference points, use an odometer reading to identify it.

6. **Page No.:** If only one sheet is needed to list names, days, and hours indicate Page 1 of 1; if 2 pages are needed, enter Page 1 of 2 and so on.

7. **Time Period:** Enter the day the work began and the last day work was performed on this project.

8. **Job Site No.:** (If used).

9. **Name:** Enter the name of the employee as shown on your records.

10. **Job Class:** Enter employee's job class or title as shown on your payroll record.

11. **Date and Hours Worked Each Day:** Enter the month and day worked above the dotted line. Example: April 10 = 4/10. Enter the number of hours worked on that day under the dotted line. If overtime hours are being claimed, enter the regular hours, then "/", then the overtime hours. Example: 8 regular hours and 3 overtime hours = 8/3. REMEMBER: You must have paid overtime wages before the disaster in order to claim them for disaster work.

12. **Total Hours:** Enter the total number of hours worked for all of the dates.

13. **Rate:** Enter the gross wage rate for regular hours and overtime hours (if different) as shown on your payroll record.

14. **Total Pay:** Show extensions and totals of actual costs. Example: Frank Nil worked 12 hours at a rate of $7.25. The amount is $87.

15. **Paycheck Number:** Enter the number from the paycheck.

16. **Hours:** Enter the grand total amount of hours worked.

17. **Pay:** Enter the grand total amount of pay.

18. **Certified By:** Signature of the person who completed this payroll record.

19. **Title:** Enter the title of the certifier.

EXHIBIT 1

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO. (1)
PROJECT APPLICATION NO. (2)
WORK CATEGORY: (3) DSR NO. (4)

PAYROLL RECORD

Location: (5)

Page (6) of ____ pages
Time period: (7) to ____ 19__
Job Site No.: (8)

Name	Job Class	Date — Hours Worked Each Day													Total Hours	Rate	Total Pay	Paycheck Number
(9)	(10)	(11)													(12)	(13)	(14)	(15)

EXHIBIT 2
INSTRUCTIONS FOR COMPLETING THE FORCE ACCOUNT RECORD

1-8: Same as instructions for completing the Payroll Record.

9. **Type of Equipment:** Describe equipment type (such as dump truck) and capacity (cubic yards).

10. **Equipment Number Reference:** (If used).

11. **Date and Hours Used Each Day:** Enter the month and day worked above the dotted line. Example: 4/10. Enter the number of hours worked on that day under the dotted line.

12. **Total Hours:** Enter the total number of hours from the row.

13. **Rate:** Enter the rate charged for the equipment; rates should correspond to those listed on FEMA's Schedule of Equipment Rates, unless another rate was approved.

14. **Total Cost:** Show extensions and totals of actual costs. Example: A 4 cubic yard dump truck is used for 2 hours at a rate of $11.50 per hour. The total cost is $23.

15. **Total Hours:** Show the grand total of all equipment hours for the column. You cannot have more equipment hours than labor hours.

16. **Cost:** Show the grand total of all equipment costs.

17. **Certified By:** Signature of person who completed this Force Account Equipment Record.

18. **Title:** Enter the title of the certifier.

EXHIBIT 2

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO. (1)
PROJECT APPLICATION NO. (2)
WORK CATEGORY: (3) DSR NO. (4)

FORCE ACCOUNT EQUIPMENT RECORD

Location: (5)

Page (6) of ___ Pages
Time period: (7) to ___ 19__
Job Site No.: (8)

Type of Equipment	Equip Ref.#	Date — Hours Used Each Day																Total Hours	Rate	Total Cost
(9)	(10)	(11)																(12)	(13)	(14)
																		TOTAL HOURS (15)		COST (16)

CERTIFIED BY: (17) TITLE: (18) DATE: (19)

EXHIBIT 3
INSTRUCTIONS FOR COMPLETING THE RENTAL EQUIPMENT RECORD

1-8: Same as instructions for completing the Payroll Record.

9. **Type of Equipment:** Describe equipment type (such as backhoe) and capacity (cubic yards).

10. **Date Used:** Enter the date(s) the equipment was used.

11. **Hours Used:** Enter the number of hours the equipment was used.

12. **Rate Per Hour:** Select the appropriate column for the equipment rate, either with operator's wage or without operator's wage, then enter the hourly equipment rate charged in that column.

13. **Total Cost:** Show extensions and totals of actual costs.

14. **Vendor:** Indicate the name of the owner of the equipment.

15. **Invoice Number:** Enter the number from the invoice.

16. **Date Paid:** Enter the date the invoice was paid.

17. **Amount Paid:** Enter the amount that was paid.

18. **Check Number:** Enter the number of the check for the rental.

19. **Total Cost:** Show the grand total of all equipment costs.

20. **Certified By:** Signature of the person who completed this Force Account Equipment Record.

21. **Title:** Enter the title of the certifier.

EXHIBIT 3

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO. (1)
PROJECT APPLICATION NO. (2)
WORK CATEGORY: (3) DSR NO.: (4)

RENTAL EQUIPMENT RECORD

Location: (5)

Page (6) of ____ Pages
Time period: (7) to ____ 19__
Job Site No: (8)

Type of Equipment	Date Used	Hours Used	Rate Per Hour W/Opr	Rate Per Hour WO/Opr	Total Cost	Vendor	Invoice Number	Date Paid	Amount Paid	Check Number
(9)	(10)	(11)	(12)		(13)	(14)	(15)	(16)	(17)	(18)

TOTAL COST (19)

CERTIFIED BY: (20) TITLE: (21) DATE: (22)

EXHIBIT 4
INSTRUCTIONS FOR COMPLETING THE MATERIALS RECORD

1-8: Same as instructions for completing the Payroll Record.

9. **Vendor:** Enter the name of vendor. If applicant's stock was used, enter "stock".

10. **Description:** Enter the name of type of materials which were placed, such as #6 gravel, steel I-beams, 2 x 6 wood deck, etc.

11. **Quantity:** Enter the unit measurement, such as number of tons, number of I-beams, number of board feet, etc.

12. **Unit Price:** Enter the unit price as shown on the invoice.

13. **Total Price:** Show extensions and totals of actual costs. For example, the applicant purchased 10 tons of #6 gravel at $4.00 per ton. The amount is $40.

14. **Date Bought:** Enter the date the materials or supplies were purchased.

15. **Check No.:** Enter the number of the check which was used to pay for the materials.

16. **Date Used:** Enter the date the materials or supplies were used.

17. **Invoice/stock:** Enter a check mark in the appropriate box whether the information was from an invoice or stock.

18. **Total Price:** Enter the grand total from the total price column.

19. **Certified By:** Signature of person who completed this Materials Record.

20. **Title:** Enter the title of the certifier.

EXHIBIT 4

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO. (1)
PROJECT APPLICATION NO. (2)
WORK CATEGORY: (3) DSR NO.: (4)

MATERIALS RECORD

Page (6) of ___ Pages
Time Period: (7) to 19___
Job Site No.: (8)
Location: (5)

Vendor	Description	Quantity	Unit Price	Total Price	Date Bought	Check Number	Date Used	Check One Information From Invoice	Check One Information From Stock
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	
			TOTAL PRICE	(18)					

I certify that the above information was transcribed from vendor invoices, stock cards or other documents which are available for audit.

CERTIFIED BY: (19) TITLE: (20) DATE: (21)

EXHIBIT 5
INSTRUCTIONS FOR PREPARING THE SUMMARY OF DOCUMENTATION

You must prepare a Summary of Documentation (SOD) for each DSR after you have finished the work and paid all bills. Prepare a separate SOD for each DSR.

1. **Applicant:** Enter applicant's name as it appears on the Project Application, such as Lewistown or Wheatland County.

2. **Project Application No.:** Enter the number given to the Project Application, such as 035-00000. Each applicant will have its own P.A. number.

3. **FEMA-DR-MT:** Enter the number assigned to this disaster.

4. **DSR No.:** Indicate the appropriate DSR number, such as 99991.

5. **Category:** Circle the category of work as indicated on the DSR.

6. **Approved DSR Amount:** Enter the amount approved from the DSR.

7. **Date Work Completed:** Indicate the date the work was 100% complete.

8. **Date(s) Work Was Performed:** Show dates of all work on the DSR. Most DSRs will have work done on several days.

9. **Applicant's Check No., Voucher No., or Reference No.:** Enter source document numbers such as check numbers, warrant numbers, and invoice numbers.

10. **Documentation:** Show the work location as described on the DSR.

    Force Account work must be broken down by labor, equipment, and materials for each DSR. Labor costs must be identified by employee name, hours worked, and rate of pay.

    Equipment use requires a description of the equipment type (such as dump truck) and capacity (cubic yards) and hourly rate charged.

    Material and supply costs must show quantity and unit price.

    If the work is done by contract, identify the contractor and briefly describe the work performed.

    List supplemental DSRs on the same summary as the original DSR. For example, DSR 99991 was approved for $5,000 and the work was performed as authorized by the DSR. However, actual costs were $8,000 and supplemental DSR 99338 was written to cover the $3,000 overrun. On the SOD, list DSR 99338 immediately after DSR 99991.

11. **Applicant's Actual Cost:** Show extensions and totals of actual costs. For example, a 1/2 cubic yard backhoe was used for three hours at a rate of $13 per hour. The actual cost is $39. Total the entire column for a grand total on the bottom of the page.

EXHIBIT 5

STATE OF MONTANA

DISASTER AND EMERGENCY SERVICES DIVISION

SUMMARY OF DOCUMENTATION
IN SUPPORT OF AMOUNT CLAIMED FROM THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FOR DISASTER RECOVERY WORK

APPLICANT (1) PROJECT APPLICATION NO. (2)

FEMA-DR-MT-(3) DSR NO. (4) CATEGORY: (5) A B C D E F G

APPROVED DSR AMOUNT $ (6) DATE WORK COMPLETED: (7)

DATE(S) WORK WAS PERFORMED	APPLICANT'S CHECK NO., VOUCHER NO., OR REF. NO.	DOCUMENTATION LIST DSR LOCATION, EQUIPMENT LABOR & MATERIAL COSTS. (FORCE ACCOUNT & CONTRACT SEPARATELY)	APPLICANT'S ACTUAL COST
(8)	(9)	(10)	(11)

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO. _____
PROJECT APPLICATION NO. _____
WORK CATEGORY: ____ DSR NO. _____

PAYROLL RECORD

Location: _____

Page ____ of ____ pages
Time period: _____ to _____ 19___
Job Site No.: _____

Name	Job Class	Date — Hours Worked Each Day													Total Hours	Rate	Total Pay	Paycheck Number
															HOURS		PAY	

CERTIFIED BY: _____ TITLE: _____ DATE: _____

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO._____
PROJECT APPLICATION NO._____
WORK CATEGORY:___ DSR NO._____

FORCE ACCOUNT EQUIPMENT RECORD

Location:_____

Page ___ of ___ Pages
Time period:_____to
_____19___
Job Site No.:_____

Type of Equipment	Equip Ref.#	Date Hours Used Each Day																Total Hours	Rate	Total Cost
		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---			
		---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---			
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																	TOTAL HOURS		COST	

CERTIFIED BY:_____ TITLE:_____ DATE:_____

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO._____
PROJECT APPLICATION NO._____
WORK CATEGORY:___ DSR NO.:_____

RENTAL EQUIPMENT RECORD

Page ____ of ____ Pages
Time period:_____to
_____19___
Job Site No:_____

Location:_____

Type of Equipment	Date Used	Hours Used	Rate Per Hour W/Opr	Rate Per Hour WO/Opr	Total Cost	Vendor	Invoice Number	Date Paid	Amount Paid	Check Number

TOTAL COST

CERTIFIED BY:_____ TITLE:_____ DATE:_____

COMPLETE ONLY AFTER MAJOR DISASTER DECLARATION

FEMA DECLARATION NO._____
PROJECT APPLICATION NO._____
WORK CATEGORY:___ DSR NO.:_____

MATERIALS RECORD

Page___ of ___ Pages
Time Period:_____to
_____19___
Job Site No.:_____

Location:_____

Vendor	Description	Quantity	Unit Price	Total Price	Date Bought	Check Number	Date Used	Check One Information From Invoice	Stock
		TOTAL PRICE							

I certify that the above information was transcribed from vendor invoices, stock cards or other documents which are available for audit.

CERTIFIED BY:_____ TITLE:_____ DATE:_____

STATE OF MONTANA

DISASTER AND EMERGENCY SERVICES DIVISION

SUMMARY OF DOCUMENTATION
IN SUPPORT OF AMOUNT CLAIMED FROM THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FOR DISASTER RECOVERY WORK

APPLICANT_____ PROJECT APPLICATION NO._____

FEMA-DR-MT-_____ DSR NO._____ CATEGORY: A B C D E F G

APPROVED DSR AMOUNT $_____ DATE WORK COMPLETED:_____

DATE(S) WORK WAS PERFORMED	APPLICANT'S CHECK NO., VOUCHER NO., OR REF. NO.	DOCUMENTATION LIST DSR LOCATION, EQUIPMENT LABOR & MATERIAL COSTS. (FORCE ACCOUNT & CONTRACT SEPARATELY)	APPLICANT'S ACTUAL COST

K

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MUTUAL AID
AND
INTERLOCAL AGREEMENTS

A HANDBOOK
FOR PROSPECTIVE USERS

Prepared By

Montana Divison
of
Disaster and Emergency Services
P.O. Box 4789
Helena, Montana 59604

February 1, 1986

PREFACE

For several years it has been apparent when talking to city/county officials, Disaster and Emergency Services coordinators, and officials of first response agencies, that there is a consistent misunderstanding of Mutual Aid Agreements and Interlocal Agreements.

This guide is an attempt to eliminate this confusion by presenting a comparison of the two types of agreements, what each is best suited to accomplish, what should be included in preparation of either type, and how to get an agreement executed. We hope that this document will be useful to city and county officials in determining which type of agreement may best suit their needs.

This guide was prepared under the Disaster Preparedness Improvement Grant funded by the Federal Emergency Management Agency. Questions, comments and suggestions should be submitted to:

Jan Henry
Emergency Management Specialist
Disaster and Emergency Services
P.O. Box 4789
Helena, MT 59604
Telephone: 444-6911

INTRODUCTION

The preparation of either an Interlocal or Mutual Aid Agreement should be based on a clear understanding of appropriate State laws.

Fortunately, the Montana Code Annotated (MCA), Title 7, Chapter 11, Section 101 through 310, Interlocal Agreements, provides clear and concise guidance, that specifies what must be included as content and procedures for implementation and adoption of Interlocal Agreements. Officials contemplating utilization of an Interlocal Agreement should use the guidance in this handbook and that found in the Montana Code Annotated.

Unfortunately, there is no equivalent point of reference in the MCA for Mutual Aid Agreements. While Mutual Aid Agreements are referred to in MCA, Title 7-33-2108, 7-33-4112, 10-3-202, 204, 205, and 44-11-101 through 312, the MCA does not provide specific guidance on content, implementation and adoption procedures. Since a Mutual Aid Agreement is a contract between two or more parties, contract law should provide general guidance. Because of this lack of guidance, pages 6 and 7 provide a brief outline of what should be included in a Mutual Aid Agreement.

Included as examples of Mutual Aid are (Appendices 1 through 4) and Interlocal Agreements (Appendices 5 through 8). These samples should only be considered examples of agreements, and are not necessarily complete in content. These samples provide only a starting point for drafting an agreement. Variations from county to county, and city to city require that agreements be tailored to those jurisdictions and the purposes intended for the agreements.

MUTUAL AID AND INTERLOCAL AGREEMENTS

SIMILARITIES

- Both are contracts between at least two parties.
- Both establish a client-contractor (helped-helper) relationship.
- Both provide documentary proof of the agreement and about its content.
- Both define which parties are involved, what their respective responsibilities are, how and when they are implemented, who performs what and how, who pays for what, how long the agreement is in effect, how they are terminated, who are the administrators.
- Both provide for utilization of city, county, or other organizations resources to augment insufficient resources or capabilities of other jurisdictions or organizations. This allows for greater flexibility for all participants.
- Both reduce costs by overcoming budgetary restrictions, equipment, shortages or capabilities, and operational limitations in a cost-effective manner.
- Both provide for liability protection to the participating parties.
- Both can provide a means to reduce the duplication of services and equipment.
- Both can enhance communication and cooperation between the participating parties.
- Both reduce misunderstandings between participating parties which often exist when assistance is requested or provided on the basis of verbal or handshake agreements.

- Both provide a legal basis for a participating party to operate outside its jurisdiction.
- Both provide a mechanism for the agreement to span changes in government as management and administrators involved in preparation of the initial agreements change over time.

MUTUAL AID AND INTERLOCAL AGREEMENTS

DIFFERENCES

Mutual Aid Agreements:

- Cannot always pinpoint the precise resources or capabilities needed, since specifics are contingent on each incident for which mutual assistance is requested.
- Are dedicated to protecting and preserving lives and property as a primary goal, rather than compliance with the conditions of a contract.
- Are based on the concept that resources, materials or services, are in most cases, voluntarily provided by parties to the agreement, with the idea that there will be a reciprocal exchange, if and when required, of roughly comparable value.
- Are based on the idea that parties providing resources, materials or services will provide them at no profit for the providing party.
- Commit participating parties to a mutually beneficial cooperative agreement based on principles and concepts of contract law.
- Provide a pre-established mechanism that is in place prior to a need for participating parties to request or receive assistance.

- o Provide a quick response mechanism to emergency situations or events with flexibility in the use of resources.
- o Can provide that parties providing assistance can withold all or part of their resources under certain conditions.
- o Should provide tht a party requesting assistance will indemnify the party providing assistance for any resulting liability.

Interlocal Agreements:

- o Are very precise in identifying the "service, activity or undertaking which any of said public agencies entering into the contract are authorized by law to perform" (MCA, 7-11-105).
- o Emphasize the fulfilling of the terms of the contract rather than on protecting lives and property.
- o Are based on the concept that one party pays for the provision of a "service, activity or undertaking."
- o Identify the specific costs of the resources, materials or services to be included which are clearly defined as part of the contractual agreement.
- o Are based on the basic principles and concepts of contract law. Failure to provide the "service, activity or undertaking" would constitute, in most cases, a breach of contract.
- o Provide a mechanism to deal with "services, activities or undertakings," which in many cases are day-to-day activities, as opposed to emergencies, which occur on an unscheduled or infrequent basis.
- o Do not provide a flexible mechanism to respond to unusual situations not identified within the scope of the agreement.

CONTENTS OF AGREEMENTS

MCA, 7-11-105 outlines the minimum content of an Interlocal Agreement. The following items should be included as content of both Mutual Aid and Interlocal Agreements:

- o A statement of purpose, purposes or intent.
- o The legal authorities which allow for such an agreement.
- o The precise descriptions of the organizations or jurisdictions entering into the agreement.
- o The effective date of the agreement.
- o The method to be employed to terminate, partially terminate, or amend the agreement.
- o The scope of the agreement, including the service, activity or undertaking to be provided.
- o A statement of command and coordination responsibilities.
- o A statement of participants' liability under the agreement.
- o A statement of compensation provision, if any, for services, materials, equipment and losses incurred.
- o A statement regarding responsibility for providing for coverage of workers compensation.
- o A statement on insurance coverage requirements.
- o A statement of procedures for administering the agreement.
- o The designation of administrators of the agreement, and a provision for including their successors.
- o A statement that entering into an agreement does not exclude entering into other agreements.

- o A statement of severability that if one part or section of the agreement is determined by the courts as invalid, only that section is affected and not the whole agreement.
- o A statement of ownership provisions, to include the manner of acquiring, holding and disposing of real and personal property obtained as a result of the agreement.
- o A statement about the standard of service required when fulfilling the agreement, if different from that normally provided.
- o A method of financing a cooperative undertaking and establishing and maintaining a budget thereafter.
- o A signature block, date block, and notarization for all participating parties.

In addition, Mutual Aid Agreements should include:

- o A statement of the condition(s) required to implement the agreement.
- o A provision identifying who can request assistance, who can respond to requests for assistance and the procedures to be followed.
- o A statement outlining the rights of participating parties to withdraw or withhold services.
- o A statement of responsibilities of participating parties prior to, during and after an event. This should include liability responsibility and a provision for indemnification.
- o A statement encouraging pre-incident planning, development of detailed Standard Operating Procedures (SOP's) and exercising of the Plan or SOP's.

SUGGESTIONS FOR PUTTING AN AGREEMENT TOGETHER

1. Conduct a comprehensive needs assessment.

   If this assessment identifies needs which cannot be met, or are only partially met, other jurisdictions or organizations may have those resources available.

2. Determine whether a Mutual Aid or an Interlocal Agreement best meets the needs of the jurisdictions or organizations.

   Review of this guide should help determine which of the two is a better mechanism to meet these needs. Encourage as detailed an agreement as possible (if Mutual Aid, try to include as many of details in 44-11-305 as possible).

3. Contact the "right" people in the appropriate jurisdictions or organizations.

   Key people will have to be involved. Involve people who have the authority and interest to enter into an agreement for that jurisdiction.

4. Conduct meetings and discussions to get input on the agreement.

   Representatives of various groups can identify the problems, find solutions and answer questions necessary to prepare a draft agreement for review by key officials.

5. Conduct a review and incorporate comments into the agreement.

   Once the first draft has been reviewed and revised by individuals involved in the drafting, agreement should be reached on its general adequacy. The revised draft should then be submitted to the appropriate legal counsels for review.

6. Revise the draft document and brief key officials:

   Include necessary revisions suggested by legal counsels and present final draft to key officials for comments and suggestions.

7. Prepare final copy for signature.

   Provide a copy for signature by appropriate officials or representatives of the parties to the agreement. Ensure additional resolutions, ordinances or other supplemental documents required to implement the agreement are passed or adopted.

8. Exchange and file signed agreements:

   Each participating party must follow necessary legal requirements to comply with local policy and MCA for filing legal documents.

CONCLUSION

This guide should clarify some of the misinformation and misunderstanding that surrounds Mutual Aid and Interlocal Agreements. This handbook shows they are distinctly different means to attain similar goals. Local officials or representatives of other organizations should make the necessary comparison and select the agreement which best suits their needs.

In this day and age, local officials or representatives of other organizations should recognize that Mutual Aid or Interlocal Agreements are legally binding contracts. As such, they deserve thorough legal review before they affix their signature and agree to the terms of these agreements. The consequences of not doing so will be eventually resolved in the courts.

SAMPLE MUTUAL AID

AGREEMENTS

APPENDICES 1 THROUGH 4

APPENDICE 1

RECIPROCAL FIRE PROTECTION AGREEMENT

This agreement, made and entered into this 17 day of MARCH 19 82 pursuant to the authority of the Act of May 27, 1955, c. 105, Sections 1-5, P.L. 46, (69 Stat 66), 42 U.S.C. Section 1856-1856d, and by and between the United States of America, represented by the USPFO, the State of Montana, acting through the Adjutant General, and the City of Great Falls Fire Department WITNESSETH THAT:

WHEREAS, it is feasible and desirable for the parties hereto to enter into a reciprocal agreement for mutual aid in furnishing fire protection for property and personnel for which each party hereto is normally responsible for providing fire protection.

NOW, THEREFORE, the Parties hereto do hereby agree that:

(1) Upon request to a representative of the Montana Air National Guard Fire Department by a representative of the City of Great Falls Fire Department, firefighting equipment and personnel of the Montana Air National Guard Fire Department may be dispatched if available to any point within the area for which the City of Great Falls Fire Department normally provides fire protection as designated by the representative of the City of Great Falls Fire Department.

(2) Upon request to a representative of the City of Great Falls Fire Department by a representative of the Montana Air National Guard Fire Department, firefighting equipment and personnel of the City of Great Falls Fire Department may be dispatched if available to any point within the firefighting jurisdiction of the Montana Air National Guard Fire Department as designated by the representative of the Montana Air National Guard Fire Department, except those areas used for the storage or maintenance of munitions or explosives and posted with a Fire Hazard Symbol 1.

(3) Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

(a) Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

(b) The responding organization shall report to the officer in charge of the requesting organization, at the location to which the equipment is dispatched, and shall be subject to the orders of that official.

(c) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(d) In the event of a crash of aircraft owned or operated by the Montana Air National Guard within the area for which the City of Great Falls Fire Department normally provides fire protection, the Chief of the Montana Air National Guard Fire Department or his representative may assume full command of the emergency operation upon his arrival at the scene of the crash.

(4) Each party waives all claims against the other party for compensation for any loss, damage, personal injury, or death occuring as a consequence of the performance of this agreement.

(5) Neither party shall be reimbursed by the other party for any costs incurred pursuant to this agreement.

(6) No equipment used by either party hereto pursuant to the terms of this agreement, will, at the time of such use, be owned or controlled by any third party or agents or employees of any third party.

(7) Either party to this agreement may or may not respond to a call from the other party and is under no obligation to do so when conditions exist which would prevent response because of priority or responsibility in its own fire protection area.

IN WITNESS WHEREOF, the duly authorized representatives of the respective parties hereto have hereunto signed these presents on the dates respectively indicated.

APPROVED:

FOR THE CITY OF GREAT FALLS, MONTANA

BY _____ DATE December 1, 1981

FOR THE UNITED STATES OF AMERICA

BY _____, Col NGB DATE 2 Feb 1982
(USPFO or Designee)

FOR THE STATE OF MONTANA

BY _____ DATE 4 Feb 82
(Adjutant General or Designee)

FOR THE CHIEF, NATIONAL GUARD BUREAU

BY _____, Col USAF DATE 17 March 82

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION

THIS AGREEMENT entered into this 2 day of February, 1976, between the City of Laurel (Fire Department) and the City of Billings (Fire Department) is for the purpose of securing to each the benefits of mutual aid in fire protection of life and property.

It is agreed that:

1. Upon request to a representative of the Laurel Fire Department, fire fighting equipment will be dispatched to provide aid either as a standby unit or as a combat unit to be placed under the command of the Chief of the Laurel Fire Department. This Unit will respond with the permission of the Fire Chief of Billings or his assistants whenever the Chief or his assistants of the Laurel Fire Department deems it in the best interest of the City of Laurel to provide additional equipment and manpower to extinguish a conflagration.

2. Upon request to a representative of the Billings Fire Department, fire fighting equipment will be dispatched to provide aid as a standby unit or as a combat unit to be placed under the Chief of the Billings Fire Department or one of his assistants. This unit will respond with the permission of the Fire Chief of the City of Laurel whenever the Chief of the Billings Fire Department deems it in the best interest of the City of Billings to provide additional equipment and manpower to extinguish a conflagration.

3. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization.

b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official.

c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

4. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

5. No party shall be reimbursed by any other party for any costs incurred pursuant to this agreement.

6. All equipment used by Billings Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Billings Fire Department under this agreement will, at the time of such action, be an employee of Billings Fire Department.

7. All Equipment used by Laurel Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Laurel Fire Department under this agreement will, at the time of such action, be an employee or volunteer of Laurel Fire Department.

8. Either party shall have the right to withdraw from further participation in this agreement at any time upon 60 days written notice to the other party.

9. This Agreement shall continue in effect until jointly modified or amended or until terminated as per Paragraph eight (8).

For Billings Fire Department:

Joseph A. Leone
Mayor of the City of Billings

For Laurel Fire Department:

Louie Yovetich
Mayor of the City of Laurel

ATTEST:

City Clerk

SEAL

MUTUAL FIRE PROTECTIVE ASSISTANCE CONTRACT

THIS AGREEMENT, made and entered into this 12th day of April, 1983, by and between the undersigned Cities, Fire Protective Districts, and their lawful representatives.

WITNESSETH:

WHEREAS, the signatory establishments desire to provide for an augmentation of the fire protection in their various establishments, districts, agencies and municipalities in the event of large fires or conflagrations; and

WHEREAS, the communities of the signatory parties of this contract form a practically continuous area, throughout which it is deemed practicable for them to render assistance in fire emergency; and

WHEREAS, it is the policy of the several municipal and fire protection districts' governing bodies to conclude such agreements, wherever practicable; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties of this agreement to render assistance among them in accordance with these terms.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED THAT:

1. When it is deemed advisable by competent authority, construed as a senior officer of the requesting Fire Department representing a party to this agreement, to request assistance under its terms, it shall be the duty of the Senior Officer of the Fire Department of the community, establishment, or municipality receiving the request to:

(a) Immediately determine if apparatus and personnel can be spared; and

(b) What apparatus might most effectively be dispatched; and

(c) The exact mission to be assigned in accordance with the detailed plans and procedures of operation drawn by the technical heads of the several Fire Departments, in accordance with this agreement as set forth in a separate addenda attached here as Exhibit "A" and by this reference made a part hereof; and

(c) Forthwith dispatch the designated apparatus with complete instructions as to the mission.

2. An agency, selected and maintained by mutual agreement among the technical heads of the Fire Departments of the signatory parties, as set forth in a separate addendum to this contract, shall be designated as a central clearing office to coordinate and dispatch personnel and apparatus between cities of the signatory parties. Provided, however, that such agency shall not be held liable for failure, commissions, or omissions in this connection.

3. Rendering assistance under terms of this agreement shall not be mandatory, except that the requestee should immediately inform the requestor if, for any reason, assistance cannot be rendered, it being understood that consideration which might preclude the dispatch of assistance must be determined by the requestee.

4. No signatory shall be held liable to another signatory for damages, loss of equipment, injury to personnel, or payment of compensation arising as a result of assistance rendered under the terms of this agreement; provided that, if the equipment or property of a signatory is damaged or destroyed by the gross negligence of another signatory, its agents or employees, then the signatory responsible for such injury shall be responsible for damages therefor, and the terms of settlement shall be decided by authorized representatives of the signatory parties. It is provided that a requestor shall assume responsibility for expenses of providing lubricating oil, motor fuel, and welfare items for firefighters to the extent of supplies available at the time of the request, incurred by a requestee in connection with the rendering of emergency assistance. Provided further, that all parties shall exercise due diligence in returning lost equipment to the rightfull owner.

5. The technical head of the Fire Department of the requestor shall assume full charge of the operations, but if he specifically requests a Senior Office of a Fire Department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation. Provided, that the apparatus, personnel and equipment of the agency rendering assistance shall be under the supervision of, and shall be the

LEWIS & CLARK COUNTY COMMISSIONERS

By not available for signature
CHAIRMAN John M. Wilkinson

Bob Decker

Linda Stoll-Anderson

ATTEST:

CLERK OF THE COMMISSION

FIRE CHIEF, WEST HELENA VALLEY

HELENA REGIONAL AIRPORT BOARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY

AIRPORT MANAGER

ADDENDA FOR MUTUAL ASSISTANCE FIRE PROTECTION CONTRACT

FIRE LOCATED AT:	1ST ALARM	2ND ALARM
HELENA:	West Valley sends: One (1) Pumper & ten (10) men	East Helena sends: One (1) Pumper & ten (10) men
WEST HELENA VALLEY:	Helena F.D. sends: One (1) Pumper & two (2) men	East Helena sends: One (1)-Pumper & two (2) men
EAST HELENA:	Helena F.D. sends: One (1) pumper & Two (2) men	West Valley sends: One (1) Pumper & two (2) men

Mutual Assistance calls shall be placed only through the Sheriff's Office (442-7880)which is designated as the Central Clearing Office. Only Senior Officers in Charge or someone delegated by them shall order Mutual Assistance.

1.

MUTUAL AID AGREEMENT

An agreement is hereby established between the City of Billings Fire Department and Exxon Company, U.S.A., Billings Refinery to cope with emergencies or disaster situations that may arise within the boundaries of the parties to this agreement.

Aid will be rendered by parties to this agreement upon request in all emergencies with the exception of riots, civil disorders, strikes, or any other concerted acts of workmen.

The object is to set up the simplest and most direct method for utilizing the available protective facilities of each party for the benefit of both parties of the agreement in case of extreme emergency.

Attached is a general information sheet as to the equipment, material, and personnel that may be made available from each party and who should be contacted for said equipment, material, and manpower in case of an emergency.

Any equipment, material, or manpower going into the boundary limits of either party to this agreement immediately falls under the command of the disaster officer in charge of the emergency.

Personnel and equipment responding to an emergency can be withdrawn by their own authority because of some emergency in their own jurisdictional area.

Fire control materials used will be repaid in kind by the party in whose jurisdictional area the material was used. Liability for injuries to employees of a responding company or damage to or loss of equipment of a responding party shall be the responsibility of that responding party. Neither party to this agreement shall be liable for injuries to or deaths of employees of the other party of this agreement incurred while performing emergency work under this agreement nor for damage to or destruction of their property under the same circumstances.

It is the responsibility of each party to this agreement to notify the other party as to any changes in equipment, material, and organization as listed in this agreement.

It is agreed that all apparatus responding shall be accompanied by sufficient and qualified manpower to carry out the regular and emergency operations of such apparatus.

It is further understood that the disaster officers of each party, or their alternates, will meet at least annually to review availability of apparatus and personnel to reconfirm the best basis for coordination of organization.

It is recognized that participation in scheduled disaster drills may be deemed necessary upon mutual agreement of the respective disaster directors to assure response capability and effectiveness.

Either party to this agreement shall have the right to withdraw from further participation in this agreement at any time upon 60 days' written notice to the other party.

Satisfactory, understood and agreed to this 1 day of May, 1975.

City of Billings, Montana

By Joseph A Leone

Exxon Company, U.S.A.

By J. H. Swift

AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION - NOVEMBER 1, 1973

THIS AGREEMENT entered into this first day of November, 1973, between the City of Laurel (Fire Department) and the City of Billings (Fire Department) is for the purpose of securing to each the benefits of mutual aid in fire protection of life and property.

It is agreed that:

1. Upon request to a representative of the Laurel Fire Department, fire fighting equipment will be dispatched to provide aid either as a standby unit or as a combat unit to be placed under the command of the Chief of the Laurel Fire Department.

This unit will respond with the permission of the Fire Chief of Billings or his assistants whenever the Chief or his assistants of the Laurel Fire Department deems it in the best interest of the City of Laurel to provide additional equipment and manpower to extinguish a conflagration.

2. Upon request to a representative of the Billings Fire Department, fire fighting equipment will be dispatched to provide aid as a standby unit or as a combat unit to be placed under the Chief of the Billings Fire Department or one of his assistants.

This unit will respond with the permission of the Fire Chief of the City of Laurel whenever the Chief of the Billings Fire Department deems it in the best interest of the City of Billings to provide additional equipment and manpower to extinguish a conflagration.

3. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:

a. Any request for aid hereunder shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding

organization.

b. The responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official.

c. A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

4. Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

5. No party shall be reimbursed by any other party for any costs incurred pursuant to this agreement.

6. All equipment used by Billings Fire Department in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Billings Fire Department under this agreement will, at the time of such action, be an employee of Billings Fire Department.

For Billings Fire Department	For Laurel Fire Department
Joseph A. Leone Mayor of the City of Billings	Louie Yovetich Mayor of the City of Laurel

SAMPLE INTERLOCAL

AGREEMENTS

APPENDICES 5 THROUGH 9

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF TOWNSEND

AND THE COUNTY OF BROADWATER TO COOPERATE IN THE PROVISION

OF DISASTER SERVICES

WHEREAS, the City of Townsend and the County of Broadwater are each required to perform the following:

1. Prepare a local or interjurisdictional disaster and emergency plan and program (10-3-401 M.C.A.);

2. Designate a local or interjurisdictional agency responsible for emergency and disaster prevention and preparedness, and coordination of response and recovery. (10-3-201.(1) M.C.A.); and

3. Notify the State Division of Disaster and Emergency Services of the manner by which the political subdivision is providing emergency and disaster planning and services, and identify the person who heads the agency from which planning and services are obtained. (10-3-201.(4) M.C.A.)... and

WHEREAS, the City and County believe that the providing of disaster services can best be served through a cooperative effort; and

WHEREAS, the City and County believe that disaster planning and response requires the on-going participation and oversight of departments and agencies having emergency service responsibilities; and

WHEREAS, Title 10, Chapter 3, M.C.A. authorizes an interlocal agreement between the City and County for disaster services.

NOW, THEREFORE, it is understood and agreed between the City of Townsend and Broadwater County as follows:

1. The Broadwater County Disaster and Emergency Services Office shall prepare a Disaster and Emergency Plan for the City of Townsend and Broadwater County.

2. The Broadwater County Disaster and Emergency Services Coordinator shall provide disaster planning and coordination services for the City of Townsend and Broadwater County.

3. The Broadwater County Disaster and Emergency Services Coordinator shall prepare disaster plans with the participation and oversight of a Disaster Planning Committee representing local government departments and agencies which typically provide or support emergency services.

4. The Disaster Planning Committee shall include representatives from the following departments and agencies:

   a. Broadwater County Attorney's Office;
   b. Townsend City Attorney's Office;
   c. Broadwater County Sheriff's Office;
   d. Broadwater County Rural Fire Department;
   e. Townsend City Fire Department; and
   f. Townsend City Public Works Department.

5. Disaster plans shall be endorsed by the Disaster Planning Committee prior to being submitted to the City Council and Board of County Commissioners for adoption.

6. The Broadwater County Disaster and Emergency Services Coordinator shall forward this Agreement and disaster plans as adopted to the State Division of Disaster and Emergency Services.

DATED this 6th day of June, 1985.

MAYOR OF TOWNSEND

CITY COUNCIL PRESIDENT

ATTEST:

City Clerk

BROADWATER COUNTY
BOARD OF COUNTY COMMISSIONERS

Chairman

Commissioner

Commissioner

ATTEST:

Clerk & Recorder

AMENDMENT OF CONTRACT
FOR FIRE PROTECTION

THIS INTERLOCAL AGREEMENT made and entered into the 12th day of ~~June~~ July, 1979, between the City of Columbia Falls, Montana, hereinafter called "City" and Columbia Falls Rural Fire District, hereinafter called "District", acting by and through its Board of Trustees:

WHEREAS, the City is an incorporated city of the third class, duly organized under the laws of the State of Montana; and

WHEREAS, the City has a fire department, with equipment furnished and purchased by public funds, but with all personnel except the Chief being unpaid volunteer firemen; and

WHEREAS, the District is formed under the Laws of Montana with the purpose and authority of providing fire protection for property within the boundaries of the District, more particularly described on Exhibit A, attached; and

WHEREAS, the parties previously operated under a contract whereby the fire department of the City provided fire fighting service, and the District furnished certain equipment and paid certain charges; and

WHEREAS, the original contract has become outdated, charges are no longer sufficient, and certain changes in the mode of operating need to be made:

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants herein expressed, the City and the District agree:

1. The City will furnish the fire fighting services as shall be required by the District for the fiscal year commencing July 1, 1979 and terminating June 30, 1980, subject to the following conditions, limitations, and exceptions:

a. The only city equipment which shall be obligated to proceed to any fire in the District shall be the equipment furnished by the District to the City pursuant to this contract.

b. The City shall have no obligation to furnish anymore personnel with the equipment of the District than the normal minimum necessary to man such equipment.

c. The District shall indemnify and save the City harmless of and from any and all actions, suits, proceedings, claims and judgments based upon any failure of the City's fire department and equipment promptly to respond to any fire call or any asserted negligence, malfeasance or nonfeasance in the manner of responding to any fire call, or fighting any fire, including travel to and from the same.

2. The District shall have the following obligations.

a. To pay the City a sum of $2,000.00 for the services of the fire department and the additional sum of $2,000.00 for the services of the City's fire and police message center.

b. To pay the City for equipment storage space resulting from keeping and storing equipment furnished by the District and one hydrant rental in the amount of $1,000.00 per year.

c. To reimburse the City for any insurance, liability or property, found desirable by the City to insure operations on behalf of the District.

d. As additional equipment becomes desirable and is requested by the City, to mutually agree to furnish such equipment promptly as the same becomes within the financial capabilities of the District.

3. Equipment furnished by the District may be used upon fires within the boundaries of the City if the equipment of the District is needed and available. It is intended that equipment of the District shall be used as standby equipment in the normal case, with first priority on the use of the same to be on fires in the District. Upon discretion of the Chief of the Columbia Falls Fire Department any city fire equipment may be used in the Columbia Falls Rural Fire District on any fire fighting mission.

4. The City's fire and police message center will receive and process fire calls within the District on the same basis as it now receives and processes fire calls within the boundary of the City.

5. This contract shall be subject to review by all parties concerned at the end of each fiscal year, and they shall in good faith negotiate any and all requests for changes. If no party objects to this contract or any part thereof, the contract shall be deemed as renewed for the ensuing fiscal year.

6. The equipment of the District shall consist of the following:

The 1965 GMC Pumper Fire Truck, fully equiped;

The 1958 International Tanker;

The equipment, excluding the pump, on the 1965 Dodge Pickup Truck. This vehicle is owned by Civil Defense;

Such other miscellaneous fire fighting items heretofore furnished by the District;

Such further vehicles, equipment and supplies as the District shall hereafter furnish.

7. No separate legal entity is created by this agreement or by the previous agreement between the parties which this supercedes.

8. Financing of the operations under this agreement shall be by the assessment revenues of the District paid pursuant to the City as herein stated.

9. This agreement shall be renewed from year to year by the procedure stated herein and shall be indefinite in term. All property furnished by the District shall remain in the ownership of the District and retained by it in event of termination.

10. No joint board or administrator shall be appointed to administer this agreement. Any conflict or disagreement as to the intent, scope, purpose, or operations under this agreement shall be resolved by joint meeting of the City Council of the City and the Board of Trustees of the District.

11. This agreement shall not take effect until executed by both parties and also approved by the Attorney General of Montana. Further, it shall be approved at a regular meeting of the Columbia Falls Volunteer Fire Department.

IN WITNESS WHEREOF, the City has caused these presents to be executed by its mayor and city clerk, and the District has caused the same to be executed by its trustees.

CITY OF COLUMBIA FALLS

By _____
Mayor

ATTEST

_____
City Clerk

COLUMBIA FALLS RURAL FIRE DISTRICT

BY _____

BY _____

BY _____

BY _____

BY _____

APPROVED by the Volunteer Fire Department of Columbia Falls

at a regular meeting July 5, 1979.

Gene Darling asst chief
President acting PRESIDENT

ATTEST

Ed Dick
Secretary

Revised description

LAND COMPRISING COLUMBIA FALLS RURAL FIRE DISTRICT
In T. 30 N., R. 20 W. MPM

Section 3. That portion of county road R/W between W½NW¼ and W½SW¼ also between W½NW¼ and E½NW¼

Section 4. The east 165 feet of the SW¼NE¼ also W½SE¼ also E½NW¼ also NE¼SW¼ also that portion of the North Fork Flathead Highway R/W between the NE¼ and NW¼ and also between the NE¼ and the SE¼

Section 5. The SW¼ also W½SE¼

Section 6. The S½ also W½NW¼

Sections 7 and 8. All

Sections 9-16-17-18-19 and 30. All that portion lying and being west of the Flathead River

Section 31. The N½ also N½S½ lying and being west of the Flathead River

In T. 31 N., R.20 W., MPM

Section 30. The S½SW¼ also NW¼SW¼ also SW¼NW¼

Section 31. The S½SW¼ also NW¼ also NW¼NE¼

Section 33. That portion of the North Fork Flathead Highway R/W in S½S½ also the following described parcel of land lying and being in the SE¼SW¼ and more particularly described as follows: Commencing at a point on the east line of the SW¼ of said section which point is 280.5 feet north of the south east corner of said subdivision; thence west 495 feet; thence north 528 feet; thence east 330 feet; thence south 264 feet; thence east 165 feet; to the subdivision line; thence south 264 feet to the point of beginning.

Section 34. The SW¼

In T. 30 N., R. 21 W. MPM

Section 1. All

Section 2. SE¼ also E½SW¼ also SW ¼SW¼ also E½ NW¼ also NE¼

Section 3. The S½SE¼ also S½SW¼

Section 4. The NE¼SE¼

Section 9. The SW¼SE¼ also S½SW¼ lying and being east of the Whitefish River, SE¼NE¼ also SE¼SE¼

Section 10. All

Section 11. All

Section 12. All

Sections 13 and 14. All

Section 15. The N½ also SW¼

Section 16. N½NE¼ also N½S½NE¼. All that portion of N½NW¼ also N½S½NW¼ lying and being east of the Whitefish River.

Section 21. The NE¼NE¼ lying and being east of the Whitefish River.

Section 22. The NW¼NW¼ also SE¼NE¼NE¼ also County Road R/W between N½ of Section 22 and the N½ of Section 23 said T. and R. Also SE¼ Section 22.

Section 23. The S½ also E½NE¼ EXCEPT the following described parcel of land described as follows: Beginning at the SW corner of SE¼NE¼ thence North 21 rds.; thence East 19 rds.; thence South 21 rds; thence West 19 rds. to the point of beginning.

Sections 24 and 25. All of that portion lying and being West of the Flathead River.

Section 26. All

Section 27. All of that portion lying and being East of the Whitefish River.

Section 34. The N½ also N½S½ both East of the Flathead River.

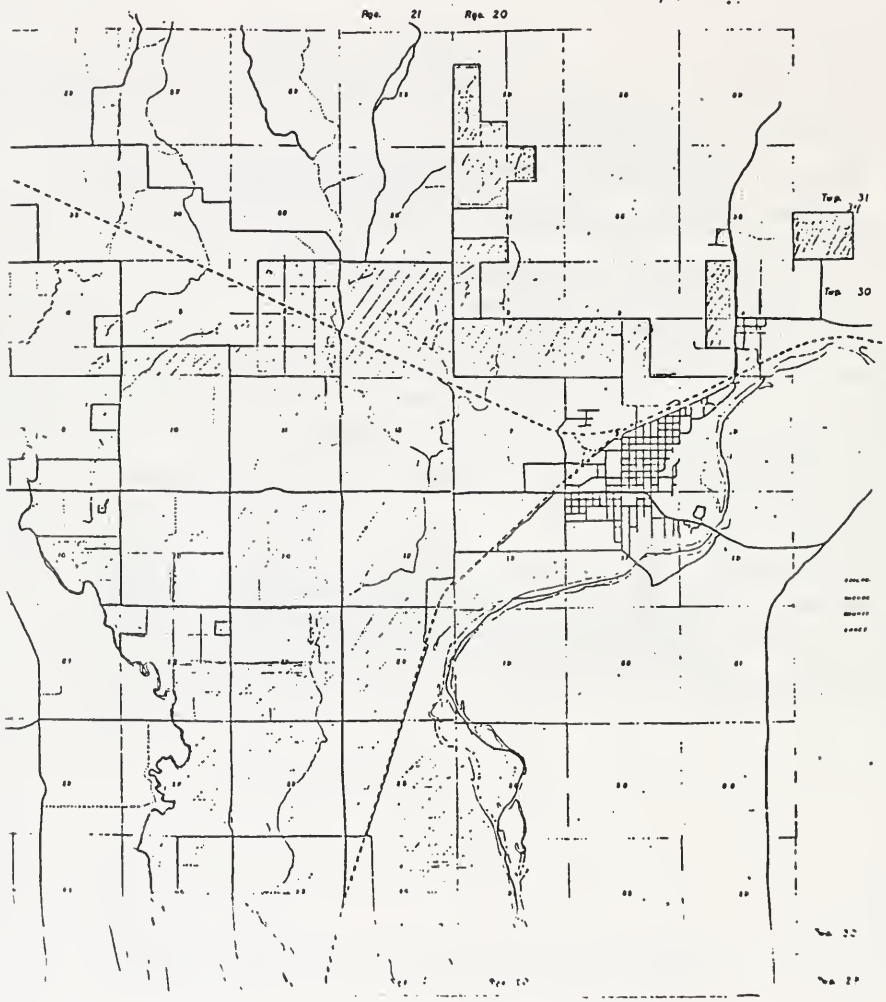
Section 35. The N½ also N½S½

Section 36. The N½ also N½S½

EXCEPTING FROM ABOVE: All lands and hereditaments and appurtenances thereto belonging to or used by or on the premises of the Glacier International Airport also within the corporate city limits of the city of Columbia Falls.

Revised Map - 7-20-93

COLUMBIA FALLS RURAL FIRE DISTRICT



ADDENDUM TO CONTRACT

THIS ADDENDUM TO CONTRACT is made with effective date of July 12, 1979, as an addendum to the Interlocal Agreement made on that date between the City of Columbia Falls and Columbia Falls Rural Fire District:

1. It is understood and agreed that the obligations stated in paragraphs 2a and 2b of the Interlocal Agreement, the sum of $2,000.00 for fire services, $2,000.00 message center services and $1,000.00 for hydrant rental and equipment storage are for a period of one year in each instance. Each sum shall be paid to the City not later than January 1st of each year.

2. It is additionally understood and agreed that the agreement may be terminated by either party upon 60 days notice to the other. Upon termination, equipment purchased by the District pursuant to the Interlocal Agreement and predecessors of the Interlocal Agreement shall be returned to the District. Monies paid to the City by the District pursuant to paragraph 2 of the Interlocal Agreement shall be pro-rated as of the effective date of termination.

IN WITNESS WHEREOF, the City has caused these presents to be executed by its mayor and city clerk, and the District has caused the same to be executed by its trustees.

CITY OF COLUMBIA FALLS

BY Frank McMart
Mayor

ATTEST:

City Clerk

COLUMBIA FALLS RURAL FIRE DISTRICT

BY _____

BY _____

BY _____

BY _____

APPROVED by the Volunteer Fire Department of Columbia Falls at a regular meeting July 5, 1979.

_____
President

ATTEST:

_____
Secretary

MONTANA DEPARTMENT OF JUSTICE

APPROVED AS TO FORM

Attorney General

By _____
Assistant

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of March, 1984, by and between the County of Jefferson, State of Montana, and the Town of Boulder, an incorporated town within the County of Jefferson, shall be for the purpose of allowing delivery of ambulance services by the Boulder Ambulance Service, owned and operated by the Town of Boulder, to particular areas of Jefferson County pursuant to the requirements of an Interlocal Agreement as specified in Section 7-11-105, MCA. The terms and conditions of this Agreement shall be as follows:

I.

DURATION

This Agreement shall be for a period of five (5) years, such years to be determined on a fiscal year basis, commencing July 1, 1984, through June 30, 1989.

II.

SEPARATE LEGAL ENTITY TO BE CREATED

There shall be no separate legal entity created as a consequence of this Agreement.

III.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to allow for delivery of ambulance services by the Town of Boulder to unincorporated areas of Jefferson County that are reasonably within the response capability of the ambulance service and to provide

OF MONT
WALTERMIRE

a means by which the County shall pay the Town for such services.

IV.

FINANCING

The amount to be paid by the County to the Town on an annual fiscal year basis shall be determined during the preparation of the County budget in August of each year. The proposed budget for actual operation of the ambulance service as it relates to Jefferson County, including sources of revenue, will be presented to the County by a representative of the Boulder Ambulance Service during the budget adoption process.

V.

TERMINATION AND DISPOSAL OF PROPERTY

Termination of this contract shall occur by either party providing a written notice of termination to the other. Termination shall be effective sixty (60) days from the date of such notice. Property acquired during the course of the Agreement shall be the property of the Town; there will be no disposition of any property made by the County.

VI.

ADMINISTRATION BOARD

This Agreement shall be administered by a joint board composed of the Chairman of the Jefferson County Board of County Commissioners, the Director of the Boulder Ambulance Service and a representative of the Boulder Town Council,

to be designated by the Town. This Board shall be responsible for administering the terms and provisions of this agreement only; it shall not be in any way involved or responsible for the actual operation of the Boulder Ambulance Service.

VII.

ACQUISITION AND DISPOSITION OF PROPERTY

All property acquired and used or disposed of by the Boulder Ambulance Service during delivery of services to the County shall be the property of the Town and all ambulance personnel shall be paid by the Town on an hourly basis. The Town shall further be responsible for the collection of any and all fees incurred in the delivery of ambulance services.

VIII.

OTHER MATTERS

The above stated provisions constitute the entire Agreement between the parties hereto.

DATED this 2 day of March, 1984.

JEFFERSON COUNTY COMMISSIONERS

By: Dale T. McBride

ATTEST:

Clerk and Recorder

TOWN OF BOULDER

By:

ATTEST:

APPROVED as to form this 12th day of March,

1984.

OFFICE OF ATTORNEY GENERAL

By: Judy Browning
ASSISTANT

INTERLOCAL AGREEMENT

Between

Missoula County and the City of Missoula

To Cooperate in the Provision of Certain
Law Enforcement and Emergency Services

WHEREAS, in 1981, the City of Missoula and the County of Missoula executed a Memorandum of Agreement outlining areas of cooperation in the provision of services; and

WHEREAS, that Agreement mandated an Interlocal Agreement be executed in regard to the provision of emergency and law enforcement services; and

WHEREAS the provision of those services since the execution of the Agreement has been carried on in an acceptable manner to both parties; and

WHEREAS, it is agreed that, following a final period of several months, the two parties are now willing to formalize that Memorandum of Agreement by entering into an Interlocal Agreement pursuant to Section 7-11-104, MCA, 1981.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Missoula and the Board of County Commissioners of the County of Missoula, each a public agency of the State of Montana, that the City of Missoula and the County of Missoula agree that it is to their mutual advantage and in the best interest of their citizens to adopt this Interlocal Agreement for the provision of certain law enforcement and emergency services; and

BE IT FURTHER RESOLVED, that the following temporary arrangements shall become a permanent method of providing emergency dispatch and jail services:

ICA #289
STATE OF MONTANA
FILED
July 13, 1982
JIM WALTERMIRE
SECRETARY OF STATE
By _____ Deputy

1. Emergency Dispatch

Missoula County shall include emergency dispatch services for the City Police and Fire Departments in the County's 9-1-1 Emergency Dispatch System.

2. Jail Services

a. The County Jail shall accept all City prisoners, except those sentenced to work-release, or any other non-continuous incarceration.

b. The County Sheriff's Department shall assume responsibility for the detention of those persons taken into custody by the City Police because of alcohol abuse pursuant to the Missoula County Alcohol Program.

c. The jail cells located in City Hall shall be available only for use as an annex of the County Jail for an overflow facility. When used as an annex by the County Jail, the jail cells shall be staffed by a Sheriff's Department employee. This commitment by the County to staff the City jail cells does not extend to work-release or other non-continuous prisoners.

3. Budget and Finance

This Agreement shall be financed as follows:

a. Missoula County shall absorb all costs for dispatching City Police and Fire, except as follows:

1. For Fiscal Years '82, '83, and '84, the City shall pay the County $15,000 (Fifteen Thousand and No/Hundreds Dollars) per year.

2. The City shall provide supplies required in the dispatching of City Police and Fire when such dispatch cannot be done using standard 9-1-1 equipment or forms. In other words, the City shall assume the costs for unusual expenses associated with City Police and Fire dispatch.

b. The County will accept, at no cost to the City, all City prisoners.

4. Management of 9-1-1 Dispatch Center

Management of the 9-1-1 Center shall remain the responsibility of the Missoula County Commissioners; however, the present 9-1-1 Advisory Board will remain as a vehicle for all agencies that are dispatched by the Center to provide advice as to the management of the Center.

5. Effective Date, Duration, Dissolution

a. This Agreement shall take effect upon approval of the City and the County, and upon approval by the Attorney General of the State of Montana, and shall remain binding and in effect through June 30, 1988. At that time, the Agreement shall be automatically renewed for a period of five (5) years and every five (5) years thereafter, unless one party notifies the other that it desires to renegotiate or terminate the Agreement. Such notice of desire to renegotiate or terminate must be submitted in writing at least ninety (90) days prior to June 30, 1988, or subsequent five-year anniversaries.

b. This Agreement may otherwise be terminated only by agreement of both parties as expressed by the passage of a resolution of the governing bodies of each. This Agreement may be amended in the same manner. Any termination shall become effective at the beginning of the next fiscal year. If the City and County resolve to terminate this Agreement, all agencies that are served by the 9-1-1 Center shall be asked to assume a proportionate share of the costs for maintaining the Center.

c. All property acquired by the County for the 9-1-1 Center, pursuant to this Agreement, shall remain the property of the County in the event this Agreement is terminated. The City may purchase such equipment acquired in order to accommodate City dispatch needs at fair market value. All equipment or supplies given to the 9-1-1 Center for the dispatch of City Police and Fire pursuant to Section 3-A-2 above will become the property of the City at the termination of this Agreement.

IN WITNESS WHEREOF, the City of Missoula and the County of Missoula have caused this instrument to be duly executed by their proper officers on this 9th day of JUNE, 1982.

CITY OF MISSOULA, BY:

Bill Cregg

Bill Cregg, Mayor

COUNTY OF MISSOULA, BY:

Barbara Evans

Barbara Evans, Chairman

Germaine Conrad

Germaine Conrad, Commissioner

Bob Palmer

Bob Palmer, Commissioner

ATTEST:

Marilynn Arnold

Marilynn Arnold, City Clerk

ATTEST:

Fern Hart

Fern Hart, Clerk & Recorder

APPROVED AS TO FORM AND CONTENT:

Michael W Schestedt

County Attorney's Office

MONTANA DEPARTMENT OF JUSTICE

9 July, 1982

APPROVED AS TO FORM

Mike Greely

Attorney General

By

Assistant

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